

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PORTLAND AND THE
HEALTH PLANNING COUNCIL FOR THE PORTLAND METROPOLITAN AREA, INC.

This is a memorandum of an agreement entered into on the 31st day of July 1969, by and between the City of Portland, herein referred to as the City, and the Health Planning Council for the Portland Metropolitan Area, Inc., herein referred to as the Agency.

W I T N E S S E T H:

THAT WHEREAS the City has entered into a contract with the United States of America for a grant to conduct a comprehensive city demonstration program for a certain area (herein referred to as the Model Neighborhood Area), pursuant to Title I of the Demonstration Cities and Metropolitan Development Act of 1966,

WHEREAS the Agency has entered into a contract with the United States of America, Department of Health, Education and Welfare, for a grant in the amount of \$7,000.00 to conduct 314 (b) Comprehensive Health Planning within the Model Neighborhood area; said HEW 314 (b) grant requiring local share of an equal amount or \$7,000.00, which local share should be provided from Model Cities supplemental funds available to the City, and

WHEREAS the City and Agency desire to use said \$14,000.00 in grant fund to provide a health planner working within the staff of the City Demonstration Agency and desire that the City

Demonstration Agency conduct and complete said planning in cooperation with the Multnomah County Health Department, and

WHEREAS because of restrictions placed on public bodies this arrangement would be most easily accommodated if said health planner were carried as an employe on the payroll of the Agency under which situation the employe would be entitled to usual employe benefits and would be protected by State Industrial Accident Insurance, now, therefore, the City of Portland and the Health Planning Council for the Portland Metropolitan Area, Inc.,

HEREBY AGREE that:

1. As of the 31st day of July 1969, the Agency will employ a health planner approved by the City and make said health planner available to the City at its Model Cities Office under Model Cities administrative supervision as a health planner. The Agency will issue salary checks from its office on a semi-monthly basis (1st and 15th of the month) and will provide within the stated budget figure fringe benefits (retirement plan, health insurance, social security, and workmen's compensation as is consistent with the Agency's usual personnel policy).
2. The City shall pay all travel and other incidental expenditures which they may authorize for said health planner and supply necessary secretarial and data processing assistance as they may authorize and require.

3. The Agency in its pursuit of development of an area-wide comprehensive health planning program for the Portland Metropolitan Area, will work closely with the City in the area of health planning, and accordingly, will provide the health planner such technical planning assistance and selected statistical data as is available to it.

4. In consideration of said obligations, the City agrees to pay to the Agency the sum of \$7,000.00 from its Model Cities Supplemental Fund, said \$7,000.00 to be used by said Agency as the local share enabling the Agency to receive from the Department of Health, Education and Welfare, \$7,000.00 to make up the total project cost of \$14,000.00. Project shall commence on the 31st day of July, 1969, and shall continue until the total sum of \$14,000.00, has accrued as wages and fringe benefits for the health planner or until May 31, 1970, whichever comes first. The first payment shall include the total amount of money due the Agency as of the date of the Agency's first requisition.

The Agency shall be reimbursed by the City for their costs of performance hereunder, not to exceed the sum of \$7,000.00.

a. The amount due the Agency shall equal one half of the eligible amount earned by the health planner for which the Agency has made payment.

b. Such amounts as may become due to the Agency by the City because of this contract shall be paid on a monthly basis upon receipt by the City of a requisition for payment from the Agency.

c. The requisition shall specify that the work for which payment is requested has been completed in conformance with this contract, shall contain a brief outline of the work accomplished, and shall state that the Agency is entitled to receive compensation therefor.

5. The Agency shall:

a. Make payments promptly as due, to the health planner supplying labor for the prosecution of the work provided for in this contract.

b. Pay all contributions or amounts due State Industrial Accident Fund from such Agency incurred in the performance of this contract.

c. Not permit any lien or claim to be filed or prosecuted against the City on account of any labor furnished.

d. Pay to the State Tax Commission all sums held from employes pursuant to ORS 316.711(5). No person shall be employed under this contract for more than eight hours in any one day or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it,

and in such cases, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 187.010, except Veterans Day.

e. This contract may be cancelled at the election of the City for any willful failure or refusal on the part of the Agency to perform faithfully the contract according to its terms. This contract may be cancelled at the election of the Agency for any willful failure or refusal on the part of the City to perform faithfully the contract according to its terms.

f. The Agency shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employe of the Agency, of all sums which the Agency agrees to pay for such services and all monies and sums which the Agency collected or deducted from the wages of its employes pursuant to any law, contract, or agreement for the purpose of providing or paying for such services.

g. The Agency agrees to comply with the obligations and limitations contained in Exhibit "A" which by this reference is made part hereof.

Signed this _____ Day of October, 1969.

CITY OF PORTLAND

By _____
Mayor

By _____
Auditor

HEALTH PLANNING COUNCIL FOR
PORTLAND METROPOLITAN AREA, INC.

By _____
President

By _____
Executive Director

FIRST APPROVED AS TO LEGAL
FORM AND ADEQUACY

City Attorney

FIRST APPROVED AS TO LEGAL
FORM AND ADEQUACY

Attorney for Health Planning
Council for Portland
Metropolitan Area, Inc.

1. OPPORTUNITIES FOR RESIDENTS

In all work made possible or resulting from this Contract, affirmative action will be taken to ensure that residents of the model neighborhood area are given maximum opportunity for training and employment and that business concerns located in or owned in substantial part by residents of the model neighborhood are to the greatest extent feasible, awarded contracts.

2. EQUAL OPPORTUNITY

A. During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access

to his books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) above and paragraph B below in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Non-Segregated Facilities. The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

3. SPECIAL USE OF TERM

Notwithstanding Section 100 of the Grant Agreement and Section 100 of the Supplementary General Conditions, the term "Contractor" may include an "Operating Agency" as defined in the Grant Agreement and an "Agency" as defined in the Supplementary General Conditions.

MODEL CITIES ADMINISTRATION
SUPPLEMENTARY GENERAL CONDITIONS
FOR CONTRACTS WITH OPERATING AGENCIES AND CONTRACTORS*

The following conditions take precedence over any conflicting conditions in the Contract:

SEC. 1. Restriction on Disbursements. -- No money under this Contract shall be disbursed by the Agency to any contractor except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the contractor is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable.]**

SEC. 100. Definitions. -- As used in this Contract:

(A) Agency means an entity, whether public or private, which has the responsibility for administering a project or activity.

(B) Area means the model neighborhood designated in the Program.

(C) Contractor means an entity, other than an Agency (except as noted in the Labor Standards Provisions) that furnishes to the City or to an Agency services or supplies (other than standard commercial supplies, office space or printing services).

(D) HUD means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.

(E) Program means the Comprehensive Demonstration Program approved by HUD as the same may from time to time be amended.

SEC. 101. Records. --

(A) Establishment and Maintenance of Records. -- Records shall be maintained in accordance with requirements prescribed by HUD or the City with respect to all matters covered by this Contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of three years after receipt of the final payment under this Contract.

(B) Documentation of Costs. -- All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

* The conditions must be incorporated in (1) City contracts with operating agencies, (2) City contracts with contractors, (3) Operating agency contracts with contractors.

** The bracketed material should be deleted in contracts with contractors.

SEC. 102. Reports and Information. -- At such times and in such forms as HUD or the City may require, there shall be furnished to HUD or the City such statements, records, reports, data and information, as HUD or the City may request pertaining to matters covered by this Contract.

SEC. 103. Audits and Inspections. -- At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Contract and will permit the City, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

SEC. 104. HUD Requirements. -- Unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time; or if the grant to the City under Title I of the Demonstration Cities and Metropolitan Development Act of 1966 is suspended or terminated.

SEC. 105. Conflict of Interest. --

(A) Interest of Members of City. -- No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Contract; and the Agency shall take appropriate steps to assure compliance.

(B) The Agency agrees that it will incorporate into every contract required to be in writing the following provision:^{*}

Interest of Contractor and Employees. -- The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Model Neighborhood Area or any parcels therein, which would conflict in any manner or degree with the performance of his services hereunder. The Contract further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the Agency and the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

* The bracketed material should be deleted in contracts with contractors.

5.
SEC. 106. Opportunities for Residents. -- In all work made possible by or resulting from this Contract, affirmative action will be taken to ensure that residents of the model neighborhood area are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by residents of the model neighborhood are to the greatest extent feasible, awarded contracts.

SEC. 107. Discrimination Prohibited. --

(A) In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, and (2) affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This requirement shall apply to but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(B) No person in the United States shall, on the ground of race, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The Agency and each employer will comply with all requirements imposed by or pursuant to the regulations of HUD effectuating Title VI of the Civil Rights Act of 1964.

[(C) The Agency hereby agrees that it will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Contract, the equal opportunity clause which is a part of the labor standard provisions attached hereto.

The Agency further agrees that it will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60 with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Agency so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency agrees that it will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish HUD and the Secretary

of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist HUD in the discharge of its primary responsibility for securing compliance.

The Agency further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Terminate or suspend in whole or in part this Contract; refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Agency; and refer the case to the Department of Justice for appropriate legal proceedings.

SEC. 108. Labor Standards. -- There shall be included in all construction contracts, made possible by or resulting from this Contract, with private entities the applicable labor standards provisions, if the work being carried is not otherwise subject to provision of Federal law imposing labor standards on federally assisted construction and in the case of residential projects if the project is designed for the residential use of eight or more families.**

SEC. 109. Copyrights. -- If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

SEC. 110. Patents. -- Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SEC. 111. Political Activity Prohibited. -- None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

SEC. 112. Lobbying Prohibited. -- None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

** The bracketed material shall be deleted in contracts involving construction, rehabilitation, alteration or repair work with private entities. The attached labor standards provisions shall be inserted in lieu of Sections 107 and 108. In contracts for such work with public entities, only sections 1 - 3 of the labor standard provisions should be included.

ORDINANCE NO. 130031

An Ordinance authorizing the City to enter into an agreement with the Health Planning Council for the Portland Metropolitan Area to provide partial salary for a Health Planner for the Model Cities Program, authorizing drawing and delivery of warrants pursuant thereto, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that the City has entered into a contract with the United States of America for a grant to conduct a Comprehensive City Demonstration Program; that in conjunction with said program the Model City agency requires the services of a Health Planner; that the Health Planning Council for the Portland Metropolitan Area, Inc. is responsible for comprehensive health planning in the metropolitan area and should be involved in health planning for the Model City area; that said Health Planning Council has received from the Department of Health, Education and Welfare a grant in the amount of \$7,000 to aid in providing a Health Planner for the Model City Program; that \$7,000 is available within the Model City funds for said purpose, the project cost, \$14,000, could be best administered if the payroll were carried by the Health Planning Council; that Exhibit "A" is a memorandum of an agreement entered into on the 31st day of June, 1969, between the City and said Health Planning Council which is in appropriate form for the City to execute; now, therefore, to formalize said agreement between the City and the Health Planning Council, the Mayor and Auditor hereby are authorized to execute on behalf of the City a contract in form similar to Exhibit "A" attached to the original only hereof and by this reference made part hereof. The Mayor and Auditor hereby are authorized to draw and deliver warrants pursuant to said contract on the Model City Fund appropriation Model Cities Project, Other Services, Insurance (Health) 6684.399 (3.61).

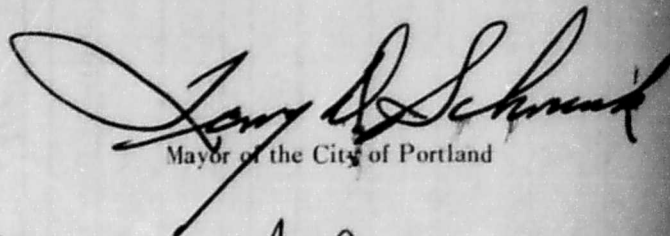
Section 2. The sum of \$7,000 is hereby transferred within the Model Cities fund from the appropriation Projects From Estimates for Pending First-year Action Proposals, Insurance (Health) 6684.798 (3.61) to the appropriation Other Services, Insurance (Health) 6684.399 (3.61).

ORDINANCE No.

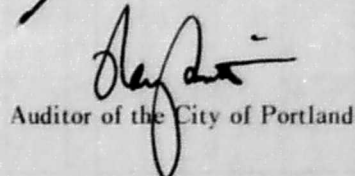
Section 3. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the city of Portland in this: In order that the memorandum of agreement as described in Section 1 hereof may be executed without undue delay, therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, NOV - 6 1969

Mayor Schrunk
DCJ:ep
11/5/69


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No. 4601

ORDINANCE No. 130031

Title

An Ordinance authorizing the City to enter into an agreement with the Health Planning Council for the Portland Metropolitan Area to provide partial salary for a Health Planner for the Model Cities Program, authorizing drawing and delivery of warrants pursuant thereto, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Blawie		
Earl	1	
Grayson	1	
Ivancie	1	
Schrunk	1	

4

FOUR-FIFTHS CALENDAR	
Bowes	
Earl	<i>McE</i>
Grayson	<i>Grayson</i>
Ivancie	<i>Ivancie</i>
Schrunk	<i>Schrunk</i>

Filed NOV 5 1969

RAY SMITH

Auditor of the CITY OF PORTLAND

By *George Schunk*
Deputy

INTRODUCED BY

MAYOR SCHRUNK

DRAWN BY

DCJ:ep

Date

11/5/69

NOTED BY THE COMMISSIONER

Affairs

Finance and Administration *+ DS*

Safety

Utilities

Works

City Attorney

NOTED BY THE CITY AUDITOR

Mc *by*

APPROVED

Date

By

City Engineer

Date

By