

Grantor (Prime Sponsor)

Contractor

Contract No.

City of Portland

International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers &
Helpers, Loc. 71, Training & Apprenticeship Trust
DBA: Boilermaker's Training Tech

This agreement for services is entered into by the Prime Sponsor, hereinafter referred to as the City and Boilermaker's Training Tech, hereinafter referred to as the Contractor. The Contractor shall provide services under the City's Comprehensive Employment and Training Act (CETA) Program in accordance with the provisions of this contract and applicable Federal Regulations. This contract consists of this sheet, Agreement for Services, Narrative, budget and attachments, and required forms.

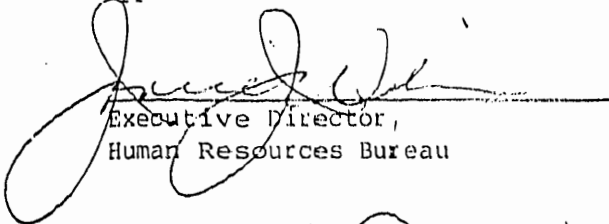
The Contractor shall perform the functions set forth under the terms and conditions established in this cost-reimbursement contract.

The functions of this contract shall be for not more than six (6) months from January 15, 1980 and upon compliance with the general conditions of this contract, not to exceed July 15, 1980 unless extended by City Council action.

In consideration of the foregoing, the City shall pay the Contractor allowable costs incurred in the performance of this contract, in an amount up to, but not to exceed \$102,982 to be paid from Federal funds received.

Dated this _____ day of _____, 19____.

Approved:

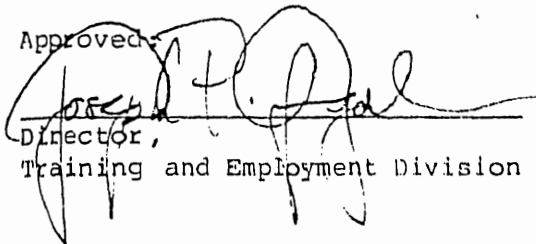

Executive Director,
Human Resources Bureau

BOILERMAKER'S TRAINING TECH

By: _____

Title: _____

Approved:


Director,
Training and Employment Division

CITY OF PORTLAND

Mayor

Approved as to form:

Commissioner of Public Utilities

City Attorney

AGREEMENT FOR SERVICES

PARTIES:

CITY OF PORTLAND (City), City Hall, 1220 S.W. Fifth Avenue,
Portland, Oregon 97204

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS & HELPERS, LOC. 72, TRAINING & APPRENTICESHIP TRUST
DBA: BOILERMAKER'S TRAINING TECH (Contractor),
3535 S. E. 17th, Portland, Oregon 97202

RECITALS:

- A. Upon consideration of previous performance by the Boilermaker's Training Tech, the Contractor, and continued marketability of this skill, the Contractor is considered an appropriate agent to fulfill the terms of this contract.
- B. The City has funds to support this agreement derived from the U. S. Department of Labor (DOL) under Title II-B of CETA.
- C. It is therefore appropriate for the City to enter into a contract with Boilermaker's Training Tech, the Contractor, to provide the services herein described.

AGREED/CONTRACTOR:

1. Contractor agrees that any deviation of the Program Objectives as presented in this Training Narrative could result in termination of the contract.
2. Contractor will provide, on request of the City, such documents, reports and staff interview time as required to perform program evaluations.
3. Contractor will provide all Orientation, Administrative and Programmatic information for all CETA funded activities and assures that Journeyman level staff will be available from 8:00 AM until 4:30 PM Monday through Friday to instruct CETA eligible apprentice trainees. The instructor-trainee ratio will not exceed ten (10) per one instructor.
4. Contractor will submit a formal notice for a conference to assigned Case Management staff in advance of any termination of a trainee.
5. Contractor agrees to send a monthly narrative report no later than the 7th day of the month following that which the report is due. This report will include descriptions of any training difficulties, requests for technical assistance and any other information which would serve to assure trainees success in meeting training goals.
6. Contractor will not subcontract any services provided in this contract.

7. Contractor agrees to submit a contract modification to the City in the event that City policies, Federal Regulations or funding levels require changes in program goals, compensation, or both.
8. Contractor agrees to maintain on file monthly evaluations of participant's skill development based upon timelines specified in a training plan.
9. Contractor agrees to maintain ten (10) training slots to the intermediate level of the Boilermaker trade within the time period specified in this contract. Such level of competency will be measured by monthly evaluations during the training period specified therein not to exceed a maximum of six (6) months training time prior to placement into unsubsidized employment.
10. Contractor agrees to transfer all trainees successful in completion of the training into unsubsidized employment based upon commitment of position vacancies by local industries requiring the skills of Boilermakers.
11. Contractor agrees to replace any terminated trainees through the third (3) month of this training with other City resident, CETA participants. Such replacement trainees will be trained for production welding only and not to the intermediate level of the Boilermaker trade.
12. Contractor agrees to conduct all tests or evaluations necessary to determine eligibility for a participant's entry into the training.

AGREED/CITY:

1. City shall provide technical assistance in completing required reporting requirements.
2. City shall supply all required reporting forms to the Contractor.
3. City shall provide technical assistance in developing data gathering systems.
4. City shall monitor participant activities based on goals, objectives, productivity indicators and activities found in the project proposal.
5. City shall provide, on a limited basis, funds for approved participant job related training. Requests for such training must be received by the City at least thirty (30) days prior to the beginning of the training and reimbursement for approved training will be made directly to the provider.
6. City shall refer to the Boilermaker's Training Tech, only participants with verifiable High School diplomas or GED and manual dexterity.
7. City shall have the option to approve or disapprove any contract modification submitted by the Contractor.

GENERAL CONDITIONS:

1. Prior to commencement hereof, the Contractor shall deliver to the City Auditor evidence:

- a. that all persons handling funds received or disbursed under this contract are covered by a Fidelity Bond in the amount of \$100,000 or 100% of the estimated forty-five (45) day cash flow, whichever is less. If the bonding is unavailable to Contractor, a third party trustee may be appointed;
 - b. of a Standard Liability Insurance Policy in the single limit of \$300,000 and provide the City Auditor with an endorsement there- to naming the City as an additional insured and protecting the City, its agents and employees from any and all claims for damages arising in whole or part out of the performance of this contract;
 - c. that the above policies of insurance are in force and will not be cancelled without thirty (30) days prior written notice by certified mail to the City;
 - d. that all property and equipment purchased or received by Contractor or pursuant to this contract is insured against fire, theft and destruction;
 - e. if approved as self-insured by the City Attorney, the Contractor shall deliver to the City Auditor, in lieu of a Standard Lia- bility Insurance Policy, evidence that they agree to hold harmless, defend and indemnify the City, its agent and employees from any and all claims for damages arising in whole or in part out of Contractor's performance of this contract.
 - f. If the Contractor enters more than one contract with the City, insurance and bonding for each separate contract shall be furnished together with the proper endorsements. Failure to maintain current insurance, bonding and proper endorsements for each separate con- tract shall result in the withholding of payment to the Contractor or termination of the contract.
2. Contractor shall submit to the City a written Affirmative Action Plan within thirty (30) days after start date of this contract.
 3. In performance hereof, the Contractor shall comply with the provisions of the Civil Rights Compliance Statement.
 4. In performance hereof, the Contractor shall comply with the provisions of the Oregon Revised Statutes, Chapter 279, relating to public con- tracts generally.
 5. In performance hereof, the Contractor shall comply with the provisions of the Oregon Safe Employment Act, Chapter 654, relating to places of employment, safety and health.
 6. Contractor shall submit the required program reports by the fifth working day of each month. Reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by the City. Program reports not received by the time specified may result in delayed reimbursements.
 7. Contractor shall maintain all fiscal and program performance records pertaining to this subgrant for a minimum of three (3) years after the close of the contract. In the event of dissolution of the corporation within the specified time, said records shall be turned over to the

8. The City shall provide management support and shall monitor and evaluate the services provided hereunder to assure that the goals and objectives of the contract are being met. The Contractor shall make staff and records available for this purpose. Technical assistance shall be provided to the Contractor upon request. Program progress shall be reported to the City Council upon request but in no case less than once a year.
9. The Contractor shall submit to the City one (1) copy of all formal documents produced under this contract.
10. The term "approval by the City" means written approval by the Commissioner in Charge of the Human Resources Bureau. Unless otherwise specified, documents to be submitted to the City by the Contractor shall be regarded as received when delivered to the Human Resources Bureau.
11. Compensatory time accrued by any employee performing services under this contract shall be taken within thirty (30) days of accrual to be charged as a contract cost. Time not taken within this period shall become the sole risk and expense of the Contractor.
12. Contractor will provide the City, except where one is already on file with the City, with a current Personnel Policy which sets forth procedures for hiring, firing and grievances, and which identifies all paid holidays not more than thirty (30) days after the execution of this contract. Contractor further agrees to submit any changes to the document within thirty(30)days of their effective daye.
13. Contractor will provide the City, except where one is already on file with the City, its Articles of Incorporation and By-Laws, the Internal Revenue Service Determination of Tax Exempt Status, and the names and signatures of those persons authorized to act as agents for the Contractor. Contractor further agrees to submit any changes in these documents to the City within thirty (30) days of their effective date.

ASSURANCES AND CERTIFICATIONS

General Assurances

1. The prime sponsor assures that it will fully comply with the requirements of the Comprehensive Employment and Training Act, all Federal regulations issued pursuant to the Act, and with its Comprehensive Employment and Training Plan, as approved by the Department of Labor.
2. The prime sponsor, in operating programs funded under the Act, assures that it will administer its programs under the Comprehensive Employment and Training Plan in full compliance with safeguards against fraud and abuse as set forth in CETA and the CETA regulations; that no portion of its CETA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief; that it will target employment and training services to those most in need of them.

3. The prime sponsor, in operating programs for youth funded under Title IV of the Act further assures that:

Applications will be coordinated to the maximum extent feasible with the plans submitted under Title II, but services to youth under that title shall not be reduced because of the availability of financial assistance under Title IV, per sec. 436(a)(2).

ADDITIONAL ASSURANCES:

4. In administering programs under CETA, the prime sponsor assures and certifies that:

- a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
- b. It will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- d. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100 000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1939 (c)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: (1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; (2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and (3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

COMPENSATION - METHOD OF PAYMENT:

1. Total compensation shall not exceed \$102,982.
2. An advance shall be made to cover the cost of the Contractor's initial expenses for operation, not to exceed the sum of \$25,745 upon receipt of a written request from the Contractor. Any advance request due to contract extension must be approved by the Director of the Training and Employment Division and be supported by cash flow statement.

3. The additional amounts due after the initial advance shall be reimbursed based upon receipt of the required Accounting Report Forms: (Refer to Exhibit C), the original, with the appropriate documentation attached. All reimbursement documents must be received by the fifth working day of each month. Reimbursement documents not received by the time specified may result in payments being held and made the following month. Reimbursement documents not received by the 20th day of the month may result in termination of contract. Advances will be recovered against program expenses based upon schedule to be furnished by HRB Fiscal, depending on the rate of expenditure.
4. All payments made pursuant to this contract are subject to post audit. The City shall perform spot audits, at their discretion, any time during the contract period to provide additional controls.
5. All funds received from the City shall be used by the Contractor as set forth in the budget (refer to Exhibit A). Funds not so used shall be promptly returned to the City at the end of the contract period. Any cost incurred by the Contractor over and above the agreed sums as set out in the Budget shall be at the sole risk and expense of the Contractor.
6. The operating budget may be amended provided the full cost does not exceed the amount stated in the contract. Budget amendments shall not become effective until the Commissioner in Charge has given written approval and filed the approved document with the City Auditor. Line item overruns of 5% or \$1,000, whichever is less, are allowable without a budget amendment. All program income (i.e. sale of books written by project; admissions charged by performs; etc.) must be used to purchase consumable program supplies, with City approval. It may not be used for non-consumable expenditures (items over \$100) or for any other purpose. Income not used for consumable program supplies must be refunded to the City.
7. All items with a purchase price of one hundred (\$100) dollars or more and purchased hereunder shall be purchased in the name of the City. Such purchases shall be for cash and not include any credit terms and shall be reported to the City within ten (10) days, tagged by the City, included in the City's Property Control and shall be the property of the City. Contractor shall maintain an acceptable and current log of this property and property acquired under previous contracts with the City. All non-expendable items shall be returned to the City within ten (10) days after the contract has terminated.

TERMINATION:

1. This contract may be terminated by either party at any time by giving a thirty (30) day advance written notice by certified mail for willful failure or refusal of the other to perform faithfully the contract according to its terms.

2. The contract may also be terminated at any time by the City by giving written notice if its Federal, State or local grants are suspended or terminated during the contract period. In the event of termination, the contractor shall be entitled to reimbursement for allowable costs incurred up to the date of termination indicated in the written notice.

ASSIGNMENT:

1. The Contractor has been selected by the City for this work because of its particular experience in this program area. This contract is personal between the parties and the Contractor shall not assign or sub-grant in whole or part hereof without prior written consent of the City.
2. In the event the City decides to assign their interest in this contract in whole or part, the City shall give written notice of the assignment to the Contractor ten (10) days prior to the assignment.

ADDITIONAL AGREED/CONTRACTOR:

1. Contractor agrees to present a performance report to the Training and Employment Division's Program Development Unit. The report shall address Restatement of Program Objectives, Achievement of Program Objectives and Obtaining of Alternate Funding.
2. Contractor agrees to develop a client services and employability/training plan for each participant that receives CETA services, and shall keep full and accurate records of all client employability/training services received.
3. Contractor agrees to maintain any personal information regarding applicants, participants, or their immediate families. If disclosure of personal information is requested, it will be given in accordance with the CETA Rules and Regulations as published in the Federal Register. In addition, the Contractor or its agent(s) shall make available to the City all personnel records of regular employees; and all personnel records of CETA applicants or participants and their immediate families.
4. Contractor agrees that CETA eligible participants served by this contract must be legal residents of the City of Portland.
5. Contractor agrees that no trainee or enrollee under 18 years of age will be employed in any occupation which the State of Oregon, Commissioner of Labor, has found to be hazardous for persons under 18 years of age.
6. Contractor agrees that all grievances initiated by anyone as a result of this contract shall be received and considered in accordance with the City's current administrative rule regarding grievances and/or grievance procedures used by Contractor.
7. Contractor agrees to operate an allowance payment program in accordance with the City Administrative Rule and with relevant Federal Rules and Regulations. The City will furnish details to Contractor on making allowance payments in conformity with the CETA Act (Sec.111a,b) and the relevant Federal Rules and Regulations (Sec. 676.26(2)(b)).

(As prepared by Ann Akerill, Field Secretary, Human Resources Development Inst., AFL-CIO)

1. NEEDS & OBJECTIVES

A. NEEDS

1. To undertake a program for the skill advancement of those members of the Boilermakers #72 who are economically disadvantaged.
2. To provide those 'non-members' who are economically disadvantaged, a viable training program to enter into the trade.
3. To improve the quality of the trade, thereby improving the long-term employability of the participants.
4. To complete the education of the current participants.
5. To reduce the current unemployment rate of the City of Portland.

B. OBJECTIVES

1. Better skilled individuals who have salable skills to the Private Sector Employers, therefore enabling them to become self-supporting.
2. Greater Private Sector Employer involvement in Training & Employment Programs.
3. An increase of minorities and women in this skilled trade.
4. Once program is viable, Private Sector involvement in continuing the funding of the program will be sought, in addition to the already established training trust fund.
5. Expansion of training program based on demonstrated need, to other areas of Oregon.
6. Encouragement of the other Prime Sponsors' participation to meet the needs of their geographical jurisdiction.
7. Continued support of the Oregon AFL-CIO, Multnomah County Labor Council and other labor organizations in the State of Oregon.

II. PROJECT DESCRIPTION

A. Classroom Training

1. Each participant will attend a minimum of 50 clock hours of Labor Orientation and Safety.
2. Complete course (1040 clock hours) will consist of various phases of welding, metalurgy, burning, cutting, fitting, blueprint reading, layout, rigging, safety and labor orientation.
3. An average of 10 full-time will be enrolled at all times.
 - (a) Participants determined as eligible will receive Basic, Incentive and/or Dependants' Allowances per CETA Regulations.

4. Special effort will be made by Private Sector Employers to make every reasonable effort to employ program graduates.
5. Participants determined eligible may receive Health, Medical and Child Care assistance (Supportive Services) as determined necessary.
6. Geographical locals to be served shall be Multnomah, Washington, and Clackamas Counties in Oregon.
7. Location of School Site shall be at 3530 S.E. 17th Ave., Portland, Oregon, 97202.

III. PROGRAM OPERATOR

- A. Boilermakers #72 have operated this program since February 1978 with the following results:
 1. Out of the 118 processed applications to date, 88 or 74% have been determined eligible and/or enrolled per CETA requirements.
 2. Enrollees include the following:
 - a) 50% minorities
 - b) 7% female
 - c) 50% veterans
 - d) 88% heads of households
 - e) 20% offenders
 - f) 34 positive terminations into direct placements
 - g) 15 negative terminations for medical reasons
 3. Boilermakers #72 has an Executive Board of 14 individuals who oversee operations.
 4. Boilermakers #72 has an established Training Trust Fund to help defray costs of running the school.
 5. Boilermakers #72 have experienced staff currently operating this training program.
 6. Staff guidance, training and technical assistance has been provided by the Portland Area Office of the Human Resources Development Institute, AFL-CIO, at no cost to this program.

149015

EXHIBIT "A"

Code	Object Title	Admin.	Participant Services	Participant Cost	TOTAL
110	Full Time Employees		26,958		26,958
120	Part-Time Employees	9,522			9,522
130	Federal Program Employees			32,220	32,220
140	Overtime				
150	Premium Pay				
170	Benefits	2,219	4,440		6,659
130	Loss/Labor Turnover				
100	Total Personal Services	11,741	31,398	32,220	75,359
210	Professional Services	1,164			1,164
220	Utilities		2,400		2,400
230	Equipment Rental	196	1,488		1,984
240	Repair & Maintenance		3,000		3,000
260	Miscellaneous Services			3,000	3,000
310	Office Supplies	590			590
320	Operating Supplies		7,485		7,485
330	Repair & Maint. Supplies				
340	Minor Equipment & Tools				
350	Clothing & Uniforms				
380	Other Commodities-External				
410	Education				
420	Local Travel				
430	Out-of-Town Travel				
440	Space Rental		7,200		7,200
450	Interest				
460	Refunds				
470	Retirement System Payments				
490	Miscellaneous				
510	Fleet Services				
520	Printing Services				
530	Distribution Services				
540	Electronic Services				
550	Data Processing Services				
560	Insurance				
570	Telephone Services	600	200		800
580	Intra-Fund Services				
590	Other Services-Internal				
200-500	Total Materials & Services	2,850	21,773	3,000	27,623
610	Land				
620	Buildings				
630	Improvements				
640	Furniture & Equipment				
600	Total Capital Outlay				
700	Other				
	TOTAL	14,591	53,171	35,220	102,982

BUDGET JUSTIFICATION

149015

PERSONNEL

DATE _____

PROJECT NO. _____

PROJECT TITLE Boilermaker's Training Tech. - Administration

(A) Number of Persons	(B) Position or Title	(C) Monthly Salary Rate (Full-time)	(D) Percent of time on Project	(E) No. of Months on Project	(F) Cost (AxCxDxE)
1	Bookkeeper	2,116	75	6	9,522
SUBTOTAL, PERSONNEL					9,522
23.3 * % FRINGE BENEFITS					2,219
TOTAL, PERSONNEL					11,741

*Indicate fringe benefits as a percentage of "Subtotal, Personnel"

BUDGET JUSTIFICATION

149015

PERIOD

DATE _____

PROJECT NO. _____

PROJECT TITLE Boilermaker' Training Tech. - Services (Instructors)

(A) Number of Persons	(B) Position or Title	(C) Monthly Salary Rate (Full-time)	(D) Percent of time on Project	(E) No. of Months on Project	(F) Cost (AxCxDxE)
1	Instructor	2,420	100	6	14,520
1	Instructor	2,073	100	6	12,438
SUBTOTAL, PERSONNEL					26,958
16.4 * % FRINGE BENEFITS					4,440
TOTAL, PERSONNEL					31,398

*Indicate fringe benefits as a percentage of "Subtotal, Personnel"

BUDGET JUSTIFICATION

149015

PERSONNEL

DATE _____

PROJECT NO. _____

PROJECT TITLE Boilermaker's Training Tech - Participant

(A) Number of Persons	(B) Position or Title	(C) Monthly Salary Rate (Full-time)	(D) Percent of time on Project	(E) No. of Months on Project	(F) Cost (AxCxDxE)
10	Trainees	537	100	6	32,220
SUBTOTAL, PERSONNEL					32,220
* % FRINGE BENEFITS					-0-
TOTAL, PERSONNEL					32,220

*Indicate fringe benefits as a percentage of "Subtotal, Personnel"

14901E

BUDGET JUSTIFICATION
MATERIALS AND SERVICES

DATE _____

PROJECT NO. _____

PROJECT TITLE Boilermaker's Training Program - Administration

To extent possible, use format indicated below.

CODE	DESCRIPTION OF ITEM AND BASIS FOR VALUATION	ITEM TOTAL	CATEGORY TOTAL
210	<u>Professional Services</u> - Data Accounting Services: Audit Services	1,164	1,164
230	<u>Equipment Rental</u> - Xerox Machine @ \$83/mo. x 6 mos.	496	496
310	<u>Office Supplies</u> - 1 person X \$98.00/mo. x 6 mos.	590	590
570	<u>Telephone Services</u> - 3 lines @ \$45/mo. ea. x 6 mos. @ 75% (est.)	600	600

149015

BUDGET IDENTIFICATION
MATERIALS AND SERVICES

DATE _____

PROJECT NO. _____

PROJECT TITLE Boilermaker's Training Tech. - Participant Services

To extent possible, use format indicated below.

CODE	DESCRIPTION OF ITEM AND BASIS FOR VALUATION	ITEM TOTAL	CATEGORY TOTAL
220	<u>Utilities</u> (water, electricity, et.al.) @ \$400/mo x 6 mos.	2,400	2,400
230	<u>Equipment Rental</u> (torches, wheel adapters, propane cylinders, grinders) @ \$248/mo x 6 mos.	1,488	1,488
240	<u>Repair and Maintenance</u> (fittings, water soluble oil, gases, tungsten wire brushes, et.al) @ \$500/mo x 6 mos.	3,000	3,000
320	<u>Operating Supplies</u> (gasoline, motor oils, paper, pencils, pens, technical equipment less than \$100) @ \$1,247.50/mo x 6 mos.	7,485	7,485
440	<u>Space Rental</u> (Location: 3530 S.E. 17th, excluding office space)	7,200	7,200
570	<u>Telephone Services</u> 3 lines @ \$45/mo ea. x 6 mos. @ 25% (est.)	200	200

BUDGET JUSTIFICATION
MATERIALS AND SERVICES

149015

DATE _____

PROJECT NO. _____

PROJECT TITLE Boilermaker's Training Tech. - Participant Costs

To extent possible, use format indicated below.

CODE	DESCRIPTION OF ITEM AND BASIS FOR VALUATION	ITEM TOTAL	CATEGORY TOTAL
260	<u>Miscellaneous Services</u> Supportive Services: (child care, transportation, temporary services, aprons, safety glasses) @ \$50/mo. x 6 mos x 10 participants	3,000	3,000

ASSURANCE OF COMPLIANCE WITH
CITY OF PORTLAND AFFIRMATIVE ACTION PLAN

149015

Boilermaker's Training Tech (hereinafter called the "Contractor")

HEREBY AGREES THAT it will comply with the City of Portland Affirmative Action Plan as stated in City Ordinance 144724, dated November 10, 1977, and the Federal Guidelines contained in Revised Code 4 of the U. S. Department of Labor, to the end that no person who applies for employment shall, on the ground of race, color, religion, age, sex, national origin, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives City of Portland financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

The "equal employment opportunity doctrine" is more than a directive prohibiting discriminatory practices; rather, it is a doctrine that requires positive measures to assure an equal opportunity for meaningful employment of those persons who have been victims of discrimination. This doctrine extends to all areas of employment and to all relations with employees, including recruitment, selection and placement, compensation, promotion and transfer, disciplinary measures, demotions, layoffs and terminations, testing and training, daily working conditions, awards and benefits, and all other terms and conditions of employment. The Affirmative Action Plan calls for:

1. An improvement of employment opportunities for minority group persons and women in all employee classifications.
2. An improvement of career opportunities for minority groups and women employees.
3. An increased awareness of "institutional" biases through education and training to achieve its eradication.
4. An explanation to minority group organizations of the programs, employment and training opportunities, and the qualifications required for positions in the Contractor's organization.
5. An active education program which will keep management, supervisors and employees informed of their social and civil rights and responsibilities.

The Contractor hereby recognizes and agrees that an Assurance of Compliance with the City of Portland's Affirmative Action Plan is given in consideration of and for the purpose of obtaining any and all City contracts or other financial assistance extended after the date hereof to the Contractor by the City, including installment payments after such date on account of applications for City financial assistance which were approved before such date. The Contractor recognizes and agrees that such City financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the City of Portland shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Contractor, its successors, transferees, and assignees, and the person whose signature appears below is authorized to sign this Assurance on behalf of the Contractor.

Dated _____

By _____

(Contractor's Mail Address) _____

Title _____

149015

EXHIBIT C

149015

PUBLIC SERVICE EMPLOYMENT PROGRAM
MONTHLY INVOICE

SPECIFICOR
CITY OF PORTLAND
HUMAN RESOURCES BUREAU
TRAINING & EMPLOYMENT DIVISION
522 S. W. 5th, Rm. 612
Portland, Oregon 97204
248-4710

CURRENT DATE: _____

AGENCY NAME AND MAILING ADDRESS: _____

PERIOD COVERED

FROM: _____

TO: _____

CONTRACT NUMBER: _____

ZIP CODE _____

TELEPHONE NUMBER _____

ISSUED BY _____

FOR OFFICE USE ONLY
P/O \$ _____
EUC \$ _____
F/B RATE _____
ADJUST TO CONTRACTUAL RATE _____
CONTRACTUALLY OBLIGATED AMOUNT _____
CONTRACT \$ _____

EMPLOYEE NAME	BASE PAY	For Office Use Only	FICA	SAIF	HOSP.	LIFE INS.	RETIREMENT	DEVEL	OTHER (SPECIFY)	TOTAL F/B	TOTAL PAY
TOTALS											

CONTACT SIGNATOR OR DESIGNEE _____ TITLE _____ DATE _____

149015

PUBLIC SERVICE EMPLOYMENT TIME SHEET

Agency Name _____

Agency Address _____

Phone Number _____

Participant's Name _____

Participant's Social Security Number _____

For Month and Year: _____

Base Pay for the Month: _____

Day of Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours Worked																
Day of Month	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
Hours Worked																

I CERTIFY TO THE ACCURACY OF THIS TIME SHEET:

Participant's Signature _____

Supervisor's Signature _____

149015

EQUAL EMPLOYMENT OPPORTUNITY REPORT

FORM: AEO 10

TOTAL SHEET _____

MANAGER'S SIGNATURE _____

REPORTING QUARTER 1 2 3 4
 (PLEASE CIRCLE ONE)

JOB CATEGORIES	TOTAL	MALE	FEMALE	MALE					FEMALE					
				W	B	H	A/PI	AI/NI	W	B	H	A/PI	AI/NI	
1. OFFICIALS & ADMINISTRATORS														
2. EXECUTIVES														
3. PROFESSIONALS														
4. TECHNICAL SERVICE														
5. OPERATIONAL PERSONNEL														
6. OTHER OCCASIONAL														
7. SEVERED CONTRACT														
8. NOT RECOMMENDED														
TOTAL EMPLOYED														
TOTAL UNEMPLOYED														

KEY: W = "White" (Not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North America, and the Middle East.

B = "Black" (Not of Hispanic origin): All persons having origins in any of the Black racial groups.

H = "Hispanic": All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

A/PI = "Asian or Pacific Islanders": All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or Pacific Islands, (China, Japan, Korea, Philippine Islands, and Samoa.)

AI/NI = "American Indian or Alaskan Native": All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

PREPARED BY _____

DATE PREPARED _____

EECC CATEGORY
OFFICIALS & ADMINISTRATORS

FORM: AAO 10-1

DATE SUBMITTED _____

REPORTING QUARTER 1 2 3 4
(PLEASE CIRCLE ONE)

Total

A. POSITIONS AUTHORIZED FY 78-79 BUDGET

B. POSITION CHANGES AUTHORIZED

C. TOTAL POSITIONS AUTHORIZED (A+B)

D. FILL RATIO 78-79 BY QUARTER

E. TOTAL EMPLOYEES, JULY 1, 1978

F. PROJECTED JOB OPENINGS FY 78-79 (C-D) - (E)

G. EMPLOYMENT RATE

H. EMPLOYMENT RATE (E/G)

I. EMPLOYMENT RATE: # NUMERICAL
% PERCENTAGE

J. EMPLOYMENT STATUS, JULY 1, 1978

K. EMPLOYED THIS QUARTER

L. EMPLOYED YEAR TO DATE

M. CURRENT EMPLOYE STATUS (THIS QUARTER)

N. EMPLOYED THIS QUARTER FOR AFFIRMATIVE ACTION OFFICE USE ONLY

O. EMPLOYED YEAR TO DATE

P. EMPLOYMENT RATE

Q. EMPLOYMENT RATE: # NUMERICAL

R. EMPLOYMENT RATE: % PERCENTAGE

COMMENT: IF PERSONS HIRED DURING THIS QUARTER DID NOT CONTRIBUTE TOWARD YOUR AFFIRMATIVE ACTION GOALS, PLEASE EXPLAIN WHY.

	M	F	MTH.	W/E				F/W/E											
				W	B	H	%P	W	B	H	%P								

NOTE: IF PROJECTED JOB OPENINGS, "LINE F," IS EQUAL TO ZERO, OMIT "LINES G, H, AND I" AND GO DIRECTLY TO "LINE J."

149015

EEOC CATEGORY
PROTECTIVE SERVICE

FORM: AAO 12-4

DATE SUBMITTED _____

REPORTING QUARTER 1 2 3 4
(PLEASE CIRCLE ONE)

TOTAL

A. POSITIONS AUTHORIZED FY 78-79 BUDGET

B. POSITION CHANGES AUTHORIZED

C. TOTAL POSITIONS AUTHORIZED (A+B)

D. EMPLOYED 78-79 FY REPORT

E. TOTAL EMPLOYEES, JULY 1, 1978

* F. PROJECTED JOB OPENINGS FY 78-79 (C+D) - (E)

G. EARLY TERMINATIONS

H. EARLY RET. RATE (E/G)

I. QUARTER GOALS # EMPLOYEES
% PERCENTAGE

J. EMPLOYEES STATUS, JULY 1, 1978

K. EMPLOYEES HIRED THIS QUARTER

L. EMPLOYEES HIRED YEAR TO DATE

M. CURRENT EMPLOYEE STATUS (THIS QUARTER)

EMPLOYEE STATUS CHANGES LINE FOR AFFIRMATIVE ACTION OFFICE USE ONLY

N. EMPLOYMENT

O. EMPLOYMENT UTILIZATION

P. GOALS MET TO DATE: # NUMERICAL

Q. GOALS MET TO DATE: % PERCENTAGE

COMMENT: IF PERSONS HIRED DURING THIS QUARTER DID NOT
CONTRIBUTE TOWARD YOUR AFFIRMATIVE ACTION GOALS,
PLEASE EXPLAIN WHY.

M F MIN.

44.5% 8.4%

MALE				FEMALE			
W	B	H	B/P/PL/AL	W	P	H	B/P/PL/AL

NOTE: IF PROJECTED JOB OPENINGS, "LINE F," IS EQUAL TO ZERO, OMIT "LINES G, H, AND I" AND GO DIRECTLY TO "LINE J."

NAME: STOGER
 ADDRESS: _____
 PHONE: _____

EEOC CATEGORY
 PARA PROFESSIONALS

FORM: AEO 1P-5
 DATE SUBMITTED: _____

REPORTING QUARTER: 1 2 3 4
 (PLEASE CIRCLE ONE)

TOTAL

A. POSITIONS AUTHORIZED FY 78-79 BUDGET		COMMENT: IF PERSONS HIRED DURING THIS QUARTER DID NOT CONTRIBUTE TOWARD YOUR AFFIRMATIVE ACTION GOALS, PLEASE EXPLAIN WHY.													
B. POSITIONS OFFERS AUTHORIZED															
C. TOTAL POSITIONS AUTHORIZED (A+B)															
D. FILLING SCHEDULED 78-79 BY TUTOR															
E. TOTAL FILLINGS, JULY 1, 1978															
F. PROJECTED JOB OFFINGS FY 78-79 (C+D) - (E)		N	F	MIN.											
G. FEMALE POSITIONS			44.5%	8.4%											
H. FEMALE HIRE RATE (F/G)															
I. CREATION OF POS: # HISTORICAL						FEMALE				FEMALE					
% PERCENTAGE						W	B	H	VPI	I/C	W	B	H	VPI	I/C
J. EMPLOYE STATUS, JULY 1, 1978															
K. EMPLOYE HIRED THIS QUARTER															
L. EMPLOYE HIRED YEAR TO DATE															
M. CURRENT EMPLOYEE STATUS (THIS QUARTER)															
NOTE: IN THE EVENT THIS LINE IS FOR AFFIRMATIVE ACTION OFFICE USE ONLY															
N. EMPLOYE POSITION															
O. EMPLOYE POSITION															
P. EMPLOYE HIRED YEAR TO DATE: # HISTORICAL															
Q. EMPLOYE HIRED YEAR TO DATE: % PERCENTAGE															

NOTE: IF PROJECTED JOB OFFINGS, "LINE F," IS EQUAL TO ZERO, OMIT "LINES G, H AND I" AND GO DIRECTLY TO "LINE J."

149016
 OFFICE/CLERICAL

EEOC CATEGORY
 OFFICE/CLERICAL

FORM: AO 18-6
 DATE SUBMITTED _____
 REPORTING QUARTER 1 2 3 4
 (PLEASE CIRCLE ONE)

TOTAL

COMMENT: IF PERSONS HIRED DURING THIS QUARTER DID NOT
 CONTRIBUTE TOWARD YOUR AFFIRMATIVE ACTION GOALS,
 PLEASE EXPLAIN WHY.

A. POSITIONS AUTHORIZED FY 78-79 BUDGET																			
B. POSITIONS CURRENTS AUTHORIZED																			
C. TOTAL POSITIONS AUTHORIZED (A+B)																			
D. FTE'S (1978-79) FY TOTAL																			
E. TOTAL EMPLOYEES, JULY 1, 1978																			
F. PROJECTED JOB OPENINGS FY 78-79 (C+D) - (E)																			
G. FEMALE POSITIONS																			
H. FEMALE EMPLOYEES (5.6)																			
I. ONE-YEAR COGS # NUMERICAL % PERCENTAGE																			
J. POSITIONS HIRED THIS QUARTER																			
K. POSITIONS HIRED YEAR TO DATE																			
L. CURRENTLY EMPLOYE STATUS (THIS QUARTER)																			
M. POSITIONS OPENED THIS QUARTER FOR AFFIRMATIVE ACTION OFFICE USE ONLY																			
N. POSITIONS OPENED																			
O. POSITIONS UTILIZATION																			
P. POSITIONS NOT TO DATE: # NUMERICAL																			
Q. POSITIONS NOT TO DATE: % PERCENTAGE																			

NOTE: IF PROJECTED JOB OPENINGS, "LINE F," IS EQUAL TO ZERO, OMIT "LINES G, H, AND I" AND GO DIRECTLY TO "LINE J."

CONTRACT NO. _____

DATE _____

EEOC CATEGORY
SKILLED CRAFT

FORM: AAO 1B-7

DATE SUBMITTED _____

REPORTING QUARTER 1 2 3 4
(PLEASE CIRCLE ONE)

TOTAL

A. POSITIONS AUTHORIZED FY 78-79 BUDGET

B. POSITION TYPES AUTHORIZED

C. TOTAL POSITIONS AUTHORIZED (A+B)

D. FISCAL YEAR 78-79 FY NUMBER

E. TOTAL EMPLOYEES, JULY 1, 1978

F. PROJECTED JOB OPENINGS FY 78-79 (C+D) - (E)

G. WHITE MALES

H. WHITE FEMALE (G/G)

I. GENDER COGS # NUMERICAL
% PERCENTAGE

J. EMPLOYEE STATUS, JULY 1, 1978

K. EMPLOYEES HIRED THIS QUARTER

L. EMPLOYEES HIRED N/R TO DATE

M. CURRENT EMPLOYEE STATUS (THIS QUARTER)

FOR USE ONLY BY THE AFFIRMATIVE ACTION OFFICE USE ONLY

N. WHITE MALES

O. WHITE FEMALE

P. GENDER COGS TO DATE: # NUMERICAL

Q. GENDER COGS TO DATE: % PERCENTAGE

COMMENT: IF PERSONS HIRED DURING THIS QUARTER DID NOT CONTRIBUTE TOWARD YOUR AFFIRMATIVE ACTION GOALS, PLEASE EXPLAIN WHY.

	M	F	MIN.
G.		44.5%	8.4%
H.			
I.			
J.			
K.			
L.			
M.			
N.			
O.			
P.			
Q.			

WHITE				FEMALE			
W	R	U	P/PL/GE	W	R	U	P/PL/GE

NOTE: IF PROJECTED JOB OPENINGS, "LINE F," IS EQUAL TO ZERO, OMIT "LINES G, H, AND I" AND GO DIRECTLY TO "LINE J."

EECC CATEGORY
SERVICE/MAINTENANCE

FORM: AAO 11-8

DATE SUBMITTED _____

REPORTING QUARTER 1 2 3 4
(PLEASE CIRCLE ONE)

CONTRACT NO. _____
EVENT _____

Total

COMMENT: IF PERSONS HIRED DURING THIS QUARTER DID NOT CONTRIBUTE TOWARD YOUR AFFIRMATIVE ACTION GOALS, PLEASE EXPLAIN WHY.

A. POSITIONS AUTHORIZED FY 78-79 BUDGET																		
B. POSITIONS OPENINGS AUTHORIZED																		
C. POSITIONS FILLED AUTHORIZED (A-B)																		
D. POSITIONS 7-79 BY QUARTER																		
E. FISCAL YEAR, JULY 1, 1978																		
F. PROJECTED JOB OPENINGS FY 78-79 (C+D) - (E)																		
G. WHITE MAJORITY																		
H. WHITE MINORITY (G/G)																		
I. GOALS MET: # NUMERICAL																		
J. GOALS MET: % PERCENTAGE																		
K. EMPLOYMENT STATUS, JULY 1, 1978																		
L. POSITIONS HIRED THIS QUARTER																		
M. POSITIONS HIRED YEAR TO DATE																		
N. EMPLOYMENT STATUS (THIS QUARTER)																		
NOTE: THIS LINE IS FOR AFFIRMATIVE ACTION OFFICE USE ONLY																		
O. WHITE MAJORITY																		
P. GOALS MET TO DATE: # NUMERICAL																		
Q. GOALS MET TO DATE: % PERCENTAGE																		

NOTE: IF PROJECTED JOB OPENINGS, "LINE F," IS EQUAL TO ZERO, OMIT "LINES G, H, AND I" AND GO DIRECTLY TO "LINE J."

An Ordinance authorizing a contract with the Boilermaker's Training Tech to provide training services to CETA participants for the City's Training and Employment Division, Human Resources Bureau, during the period beginning January 15, 1980 and ending July 15, 1980; transferring appropriations in the amount of \$102,982 within the CETA Fund, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland has been designated by the U.S. Department of Labor as Prime Sponsor for administering funds under the Comprehensive Employment and Training Act (CETA) to provide employment and training services for unemployed persons.
2. The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 72, Training and Apprenticeship Trust, DBA: Boilermaker's Training Tech (BTT) is a certified apprenticeship and training school that presents itself as capable of instructing trainees in skills necessary to be employed as apprentices in the Boilermaker's trade.
3. The Boilermaker's Training Tech has operated a successful training program under the Human Resources Bureau, Training and Employment Division, since October 1, 1979.
4. The Boilermaker's Training Tech has now agreed with the City's Training and Employment Division, Human Resources Bureau, to provide training service to CETA participants for the period from January 15, 1980 through July 15, 1980.
5. The total cost of this contract will be derived from the U.S. Department of Labor CETA funds and is budgeted in the CETA Fund.
6. It is therefore appropriate that the Mayor and Commissioner of Public Utilities execute, on behalf of the City, a contract for training services with the Boilermaker's Training Tech as set forth in Exhibit "A".

NOW, THEREFORE, the Council directs:

- a. The Mayor and Commissioner of Public Utilities are hereby authorized to execute, on behalf of the City, a contract for training services with the Boilermaker's Training Tech as set forth in Exhibit "A".

ORDINANCE No.

b. The Finance Officer is hereby authorized to amend the 1979-80 City Budget with transfer of appropriations as follows:

<u>CETA FUND</u>	<u>TRANSFER</u>	
<u>Requirements</u>	<u>From</u>	<u>To</u>
Title II-D Unobligated Holding BUC No. 66900029.260	\$102,982	
Administration BUC No. 67000056.260		\$ 14,591
Participant Services BUC No. 67000021.280		32,220
.281		4,440
.282		51,731
TOTAL REQUIREMENTS	<u>\$102,982</u>	<u>\$102,982</u>

Section 2. The Council declares that an emergency exists because delay in the enactment of this Ordinance will result in unnecessary problems in the administration of the CETA Program; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **JAN 9 1980**

Commissioner Francis Ivancie
JPG:pm
1/3/80

Attest:

Ann M. Conroy
Mayor of the City of Portland

George Gebornik
Auditor of the City of Portland