

149375



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410

MAR 13 1960

OFFICE OF THE ASSISTANT SECRETARY
FOR ADMINISTRATION

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
TRAINING & EMPLOYMENT DIVISION

IN REPLY REFER TO:
ACC - CS

MAR 17 1960

Mr. Joseph P. Gonzales, Director
Training and Employment Division
Bureau of Human Resources
522 S. W. 5th Avenue, 8th Floor
Portland, Oregon 97204

Dear Mr. Gonzales:

Enclosed is one executed copy of Grant No. HG-6949.

Sincerely,

A handwritten signature in cursive script, appearing to read "Maggie H. Taylor".

Maggie H. Taylor
Grant Officer

Enclosure 1

149375



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410

RECEIVED
TRAINING AND EMPLOYMENT DIVISION

MAR 17 1980

OFFICE OF THE ASSISTANT SECRETARY
FOR ADMINISTRATION

FEB 27 1980

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TRAINING AND EMPLOYMENT DIVISION

IN REPLY REFER TO:
ACC-CS

MAR - 3 1980

Mr. Joseph P. Gonzales, Director
Training and Employment Division
Bureau of Human Resources
522 S.W. 5th Avenue, 8th floor
Portland, Oregon 97204

Subject: Joint Funding for the Targeted Jobs Demonstration Program,
Grant No. HG-6949

Dear Mr. Gonzales:

It is my pleasure, acting on behalf of the representatives of the participating Federal agencies of the Inter-Agency Coordinating Council to advise you of the funds amounting to \$197,000.00 being made available to support your jointly funded project for a period of twenty-four months.

In accordance with the Joint Funding Simplification Act (P.L. 93-510) and implementing regulations OMB Circular A-111, this award constitutes approval of your application dated October 10, 1979 for which we have received firm commitments from the participating agencies. A letter of credit providing authority to disburse the funds for this program has been forwarded under separate cover.

Your acceptance by executing HUD Form 1044 accompanying this letter constitutes agreement on your part to: (1) accomplish the work included in the approved budget and funded through the Joint Funding Program; (2) furnish the required non-Federal matching share for the grant funds; (3) comply with the representations, assurances and standard provisions contained in the approved joint funding application and (4) comply with applicable Federal laws, regulations and policies relating to the project.

Enclosed are four (4) copies of the Grant Award. Please sign three (3) copies and return them to this office. After signature by the Grants Officer, a copy will be returned to you. The additional copy is for your use pending receipt of the fully executed copy.

Your participation in the Targeted Jobs Demonstration Program is appreciated.

Sincerely,

Maggie H. Taylor
Grants Officer

ASSISTANCE AWARD/AMENDMENT

1. ASSISTANCE INSTRUMENT <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. TYPE OF ACTION <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. INSTRUMENT NUMBER HG-6949	4. AMENDMENT NUMBER	5. EFFECTIVE DATE OF THIS ACTION 2/28/80	6. CONTROL NUMBER 80-603
7. NAME AND ADDRESS OF RECIPIENT Training and Employment Division Bureau of Human Resources 522 S.W. 5th Avenue, 8th Floor Portland, Oregon 97204		8. HUD ADMINISTERING OFFICE Office of Procurement and Contracts 451 - 7th Street, S.W. (Room B-133, 711 Bldg.) Washington, D. C. 20410	
		NAME OF ADMINISTRATOR Connie Southerland	TELEPHONE NUMBER 202-724-0042
10. RECIPIENT PROJECT MANAGER Joseph Gonzales 503-248-4474		9. HUD GOVERNMENT TECHNICAL REPRESENTATIVE Judith May - GTR Bobbie Denson - GTM	
11. ASSISTANCE ARRANGEMENT <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price <input type="checkbox"/> Other	12. PAYMENT METHOD <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Letter of Credit	13. HUD PAYMENT OFFICE Diversified Payments Division 451 - 7th St., S.W., B-133 BCT Bldg. Washington, D. C. 20410 Attn: William Savers	
14. ASSISTANCE AMOUNT		15. HUD ACCOUNTING AND APPROPRIATION DATA	
Previous HUD Amount	\$ -0-	APPROPRIATION NUMBER	RESERVATION NUMBER
HUD Amount This Action	\$ 197,000.00	SEE BELOW	SEE BELOW
Total HUD Amount	\$ 197,000.00	Amounts Previously Obligated	\$ -0-
Recipient Amount	\$ -0-	Obligation By This Action	\$ 171,000.00
Total Instrument Amount	\$ 197,000.00	Total Obligation	\$ 171,000.00

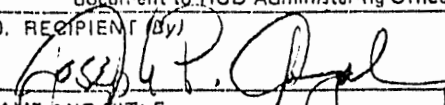
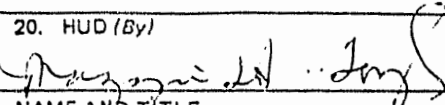
16. DESCRIPTION JOINT FUNDING FOR THE TARGETED JOBS DEMONSTRATION PROGRAM

This Grant consists of the following, which are incorporated herein and made a part thereof.

- Cover Sheet, 1 page
- Schedule including Index of Articles and Statement of Work, 9 pages
- General Provisions, pages 1 thru 30
- Special Provisions, 1 page

The Joint Funding Identifier is JFP-H-1-80. Funds are being made available as follows:

Agency	Appropriation No.	Amount Funded	Grantee's Share	Total
EDA(DOC)	D-80-41-16-00-1-440-10 Project No. 99-06-07072	\$ 51,000.00	-0-	\$ 51,000.00
DOL	1074-M-3-D-315-11339- 4143-000	100,000.00	-0-	100,000.00
DOT	RO-00-14-01.02.00-14000- 2590	20,000.00	-0-	20,000.00
		<u>\$171,000.00</u>	<u>-0-</u>	<u>\$171,000.00</u>

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to HUD Administering Office	18. <input type="checkbox"/> Recipient is not required to sign this document
19. RECIPIENT (By) 	20. HUD (By) 
NAME AND TITLE Joseph P. Gonzales, Director Training & Employment Division	NAME AND TITLE Maggie H. Taylor Cooperative Agreement Officer
DATE 3/3/80	DATE 3/10/80

SCHEDULE (5 Pages)

INDEX OF ARTICLES

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SCHEDULE

ARTICLE I - SCOPE OF WORK

- A. The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incident to the performance of grant requirements in B. below and the Statement of Work, Attachment A.
- B. Performance of Grant Requirements - The Grant Application, together with all supporting exhibits, documents and correspondence between the Grantee and HUD, DOT, DOL, EDA, CSA, and SBA which modify, amend or revise the Application, are hereby incorporated in this Grant Agreement. All provisions of the Application, including any so modified, amended or revised, apply to the Grantee's performance of work under the Grant, subject only to such budgetary, payment, reporting and other requirements of this Agreement or of applicable law which may affect the Grantee's performance now or in the future. The Grantee shall make best efforts to accomplish successfully all objectives of the Grant; shall perform all work tasks and sub-tasks set forth in the Application as so modified, amended or revised; and shall do all other things reasonably necessary to perform the Grant requirements completely in a sound, efficient and legal manner.

ARTICLE II - GRANT PERIOD

The Grantee shall complete all work hereunder, including delivery of the final report, on or before February 28, 1982.

ARTICLE III - ESTIMATED COST AND PAYMENT

- A. The Grantee shall be reimbursed for costs incurred in the performance of the work hereunder in an amount not-to-exceed \$197,000.00.

In the event the Grantee incurs costs in excess of this amount, such excess shall be borne by the Grantee. The Government shall not be obligated to reimburse the Grantee for the Government's share of the costs in excess of \$197,000.00, nor is the Grantee obligated by this agreement to expend its own funds.

B. Advance Payments

- (1) Advance payments by Letter of Credit are hereby authorized under this instrument. The initial request for advance payment shall be limited to an amount which will be disbursed by the Grantee within seven calendar days after receipt of the advance. Subsequent requests for advance payments shall be limited to amounts which will be disbursed by the Grantee within three calendar days after receipt.

- (2) Should the Grantee erroneously draw funds in excess of its immediate cash needs, the funds shall be promptly refunded to HUD if the funds exceeds \$10,000.00 or thirty (30) days cash needs. Erroneously drawn funds of less than \$10,000.00 which will be disbursed within 30 calendar days may be retained by the Grantee. This exception shall not be construed as approval by HUD for the Grantee to maintain excessive funds; it is only applicable to excessive amounts which are erroneously drawn. Any interest earned by the Grantee on erroneously drawn funds shall be returned to HUD.
- (3) Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, the authorization for advance payment will be revoked. The Grantee will then be required to finance the project with its own working capital and payment to the Grantee shall be made by Treasury check to reimburse it for actual cash disbursements.
- (4) The Grantee shall request payment by submitting an original and five copies of SF-183, Request for Payment on Letter of Credit and Status of Funds Report, which shall be distributed as follows:
 - o Original, duplicate and quintuplicate copies to the Treasury Regional Disbursing Office.
 - o Triplicate copy to the HUD administering office as shown in Block 8 of the Cover Sheet.
 - o Quadruplicate copy to be retained by the Grantee.

ARTICLE IV - CONDUCT OF WORK

- A. During the period of this grant, the Government Technical Representative (GTR), identified in Block 9 of the Cover Sheet, shall be responsible for monitoring the technical effort conducted hereunder.
- B. Monitoring - Because this is a joint funding effort monitoring responsibilities are divided into two parts: administrative and programmatic. Administrative monitoring will be carried out by the Department of Housing and Urban Development. Programmatic monitoring will be carried out jointly by the six agencies involved (HUD, DOT, DOL, EDA, CsA, and SBA). There will be a monitor for each city; however, major programmatic questions will be resolved by an Interagency Monitoring Board (IMB). Your designated GTR is Judith May (202) 755-5620. Your monitor(s) is/are designated on Attachment D.

- C. Any substantial proposed change in the program outlined in the application must be submitted to the monitor (Attachment D) in advance and in writing. The change must be approved in advance and in writing by the IMB. Examples of substantial change include: change in targeting strategy; deletion of an entire work item; elimination of a major participant; major change in timing; or elimination of a major item.

- D. Only the Grant Officer has the authority to authorize deviations from the Provisions of this instrument, including deviations from requirements of the Statement of Work. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto shall be borne by the Grantee.

ARTICLE V - INSPECTION AND ACCEPTANCE

The inspection and acceptance of all product deliverables hereunder shall be performed by the GTR, or an alternate as designated in writing by the Grant Officer.

ARTICLE VI - CONSULTANT

- A. Salary payments to consultants under this instrument shall not exceed the daily equivalent of the maximum rate paid GS-18 Federal employees (currently \$192.00).

- B. The Grantee shall obtain the written approval of the G/CAO prior to utilizing the services of any consultant under this instrument. Whenever G/CAO approval is required, the Grantee shall obtain and furnish to G/CAO, information concerning the need of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charges by such consultant to others for performing consultant services of a similar nature.

ARTICLE VII - AVAILABILITY OF FUNDS

Currently, funds are available in the amount of \$171,000.00 for the performance of the work described herein. Based upon the availability of funds in the amount of \$26,000.00 in Fiscal year 1981, by the Department of Commerce, the Grant Officer will unilaterally amend the Grant to increase the maximum amount obligated and made available for payment as indicated in Block 15 of the cover sheet, and the Grantee agrees to accept such an amendment.

ARTICLE VIII - BUDGET

The Grantee shall incur costs in conformance with the budget proposal of February 14, 1980 which incorporated herein by reference. The Grantee shall not transfer without the approval of the Grant Officer funds among cost categories.

ARTICLE IX - ORDER OF PRECEDENCE

Notwithstanding any provision of this grant award to the contrary in the event of an inconsistency in this grant award, the inconsistency shall be resolved by giving precedence in the following order (a) Statement of Work; (b) the Terms and Conditions; (c) the other provisions of this grant award whether incorporated by reference or otherwise.

Portland, Oregon

Statement of Work

I. Objective

The purpose of this project is to target employment and training opportunities to its needy population. Targeted Jobs funds will permit the design of a joint management plan for proceeding with the job creation policy of Portland's Comprehensive Economic Development Strategy.

II. Scope of Work

An expanded "first source" agreement will be the keystone of the city's Targeted Jobs effort. This will require employers benefitting from federal projects to contract with Portland as its "first source" for new employees. Targeted Jobs money will also permit a link-up with CETA programs which will provide employee recruitment and training services tailored to the employers' specifications.

Other activities to be undertaken in conjunction with TJDP include the development of a plan to maximize the utilization of existing business assistance services to create additional opportunities for small and minority businesses; design of a Labor Market Supply/Demand Data System; and research in appropriate employment and training areas.

Portland has set an initial target of 450 jobs, primarily in manufacturing, wholesaling, construction, and service distribution. The chief project locations of these jobs include the Front Avenue Reconstruction (EDA—\$2.5 million); Swan Island Development Program (FHWA—\$9.4 million and EDA—\$3 million); and the Central Eastside Produce Row Development (EDA—\$2 million).

The Contractor will work closely with and under the direction of the GTR in developing and carrying out the tasks requested.

III. Specific Tasks

1. Effectively target the maximum feasible number of both construction and permanent private sector jobs created under Federally-assisted development projects upon economically disadvantaged persons who are eligible for CETA training and other assistance.
2. Effectively target the maximum feasible number of spinoff business opportunities created under Federally-assisted development projects upon small or minority entrepreneurs or community development corporations.
3. Elicit commitment of all critical local entities, including the prime sponsor and relevant private sector entities, to cooperate in achieving the demonstration program's objectives.
4. Show evidence that project activities will continue after the demonstration period, as indicated by the amount of local resources (including staff) to be committed to the achievement of the demonstration program's objectives, and by other factors, including local commitments to maintain the effort.
5. Develop materials and methods developed by the applicant to achieve the demonstration program's objectives that would be transferable to other jurisdictions.

IV. Grant Deliverables

1. The Grantee shall prepare a Detailed Schedule of Work Activities and submit a plan to the Monitor (Attachment D) within 30 days from the effective date of the Grant. The Grant Performance Work Plan should consist of:

- (a) a list of tasks, with scheduled start and completion dates;
- (b) a flowchart of tasks, showing their start and completion relationships;
- (c) a complete set of work task descriptions which include:
 - the purpose of each task
 - what activities will be undertaken to accomplish each purpose
 - the nature and format of the product or output (i.e., reports, memos, guidelines, institutional changes, etc.)
 - the number of person-hours devoted to each task by work classification (i.e., regular staff, consultant, etc.)
- (d) budget allocations
- (e) administrative procedures and format.

The TMB may require periodic revisions of the Grant Performance Work Plan.

2. The Grantee shall prepare and submit quarterly Progress Reports beginning May 1980 to the Monitor (Attachment D).

3. The Grantee shall prepare and submit a draft Final Report to HUD 60 days before the completion of the grant period.

4. The Grantee shall prepare and submit a Final Report to HUD at the end of the grant period.

4
V. Product Delivery

The final work shall be completed no later than February 28, 1982. Demonstration projects scheduled to last more than one year will be reviewed at the end of the first year to determine whether sufficient progress has been made to merit continuation of the grant.

Attachment B

SPECIAL PROVISIONS1. Financial Management

- A. Financial management activities shall be conducted in accordance with Attachment C.
- B. While a program audit may not be conducted for some time, you may request a copy of the audit guide IG 6505-2 from your GTR. This handbook, particularly Chapter 8, provides a summary of regulations which will be tested in the program evaluation.

2. Memorandum of Understanding Among All Major Participating Agencies

Within 30 days from the effective date of this Grant, the Grantee shall submit to the GTR a memorandum of understanding (MOU) signed by all major participating State and local agencies. This MOU shall describe: the roles and responsibilities of each agency to the grant effort; the procedures (e.g., weekly meetings, review rights) that will be used to ensure coordination among the signatories and other grant participants (e.g., consultants, citizen groups, and private businesses). If, for administrative reasons, an agreement cannot be reached within 30 days, then the work plan should include as a task item a work program which would lead to the adoption of the memorandum of understanding as soon as possible.

3. Evaluation

A national evaluation of all projects will be conducted by an independent contractor, and a series of three conferences will be conducted by the six cooperating Federal agencies. The grantee is required to cooperate with the national evaluation contractor and participate as requested in the conferences. However, the grantee is not obligated to expend funds in excess of those needed to prepare quarterly or final reports.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GENERAL PROVISIONS FOR GRANTS AND COOPERATIVE AGREEMENTS

1. DEFINITIONS
2. AMENDMENTS
3. CASH DEPOSITORIES
4. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS
5. ALLOWABLE COST
6. PROGRAM INCOME
7. FINANCIAL MANAGEMENT SYSTEMS
8. FINANCIAL REPORTING REQUIREMENTS
9. MONITORING AND REPORTING PROGRAM PERFORMANCE
10. BUDGET REVISION PROCEDURES
11. CLOSEOUT PROCEDURES
12. SUSPENSION AND TERMINATION PROCEDURES
13. PROPERTY MANAGEMENT STANDARDS
14. PROCUREMENT STANDARDS
15. OTHER ADMINISTRATIVE PROVISIONS

GENERAL PROVISIONS FOR GRANTS AND COOPERATIVE AGREEMENTS1. Definitions:

- a. The term "Recipient" refers to the grantee if the legal instrument to which these General Provisions apply is a grant and to the cooperating party if they apply to a cooperative agreement.
- b. The term "Instrument" refers to either a grant or a cooperative agreement.
- c. The term "Grant/Cooperative Agreement Officer" (G/CAO) refers to the individual delegated the authority by HUD to execute and/or administer this instrument, i.e., a Grant Officer in the case of a grant and a Cooperative Agreement Officer in the case of a cooperative agreement.

2. Amendments:

This instrument may be amended at any time by a written modification. Amendments which reflect the rights and obligations of either party shall be executed by both the Government and the recipient. Administrative amendments such as changes in appropriation data may be issued unilaterally by the G/CAO.

3. Cash Depositories:

- a. Any money advanced to the recipient under the terms of this instrument must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage and the balance exceeding the FDIC coverage must be collaterally secured.
- b. Consistent with the national goal of expanding the opportunities for minority business enterprises, the recipient and its subrecipients are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Office of Minority Business Enterprise, Department of Commerce, Washington, D.C. 20230.

4. Retention and Custodial Requirements for Records

- a. Financial records, supporting documents, statistical records and all other records pertinent to this instrument shall be retained for a period of three years, with the following exceptions:
- (1) If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property, if any, acquired with Federal funds shall be retained for three years after its final disposition.
 - (3) When records are transferred to or maintained by HUD, the 3-year retention requirement is not applicable to the recipient.
- b. The retention period starts from the date of the submission of the final expenditure report.
- c. The recipient must be authorized by the G/CAO if the recipient desires to substitute microfilm copies in lieu of original records.
- d. HUD will request transfer of certain records to its custody from the cooperating party when it determines that the records possess long-term retention value. The recipient shall make such transfers as are requested. However, in order to avoid duplicate record-keeping, HUD may make arrangements with the recipient to retain records at the point of use, for those that are continuously needed during the progress of the work.
- e. The Secretary of HUD and the Controller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its subcontractors, to make audits, examinations, excerpts and transcripts.

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5. Allowable Cost:

- a. For the performance of the work under this instrument, HUD shall pay to the recipient:

The cost thereof (hereafter referred to as "allowable cost") determined by the G/CAO to be allowable, allocable and reasonable in accordance with the following and the terms of this instrument:

- (a) For colleges and universities:
OMB Circular A-21 and FMC 73-8.
- (b) For State and local governments:
OMB Circular A-87 and FMC 74-4.
- (c) For other nonprofit organizations:
Federal Procurement Regulations
Part 15, Subpart 2.
- (d) For all other recipients:
Federal Procurement Regulations
Part 15, Subpart 2.

6. Program Income:

- a. Program income represents gross income earned by the recipient from Federally supported activities. Such earnings exclude interest earned on advances and may include, but will not be limited to, income from service fees, and royalties on patents and copyrights.
- b. Interest earned on advances under this instrument shall be remitted to HUD except for interest earned on advances to recipients who are States or instrumentalities of a State as provided by the Intergovernmental Cooperation Act of 1968 (PL 90-577) or tribal organizations pursuant to Section 102, 103 or 104 of the Indian Self-Determination Act (PL 93-638).

- c. The recipient shall account for all program income which results from this instrument.
- d. Proceeds from the sale of real or personal property either provided by the Federal government or purchased in whole or in part with Federal funds shall be handled in accordance with General Provision 13 of this instrument entitled Property Management Standards.
- e. Unless provided otherwise in this instrument, the recipient shall have no obligation to the Federal government with respect to royalties received as a result of copyrights or patents produced under this instrument.
- f. All other program income earned during the project period shall be retained by the recipient and, in accordance with this instrument, shall be:
 - (1) Added to funds committed under this instrument to further eligible program objectives;
 - (2) Used to finance the non-Federal share of the project when approved by the G/CAO Officer; or,
 - (3) Deducted from the total project costs in determining the net costs on which the Federal share of costs will be based.

7. Financial Management Systems:

The recipient shall maintain a financial management system that provides for the following:

- a. Accurate, current and complete disclosures of the financial results of this instrument in accordance with General Provision 8 entitled "Financial Reporting Requirements."

- b. Records that identify adequately the source and application of funds for Federally supported activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays and incomes.
- c. Effective control over and accountability for all funds, property and other assets.
- d. A comparison of actual outlays with budgeted amounts and the relationship of specific performance and costs incurred.
- e. Procedures to minimize the time elapsing between the transfer of funds to the recipient and disbursement by the recipient when advances or letters-of-credit are used.
- f. Procedures for determining reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of this instrument.
- g. Accounting records that are supported by source documentation.
- h. Examinations in the form of audits or internal audits: such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds to produce unbiased opinions, conclusions or judgments. They shall meet the independence criteria set forth in Chapter 3, Part 3, of the U.S. General Accounting Office publication, "Standards for Audit of Government Organizations, Programs, Activities, and Functions." These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of instrument.

It is not intended that each Federal Agreement awarded to the Cooperating Party be separately examined. Generally, examinations shall be conducted on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of Federal Agreements. Such tests shall include an appropriate sampling of Federal Agreements. Examinations shall be conducted with reasonable frequency, on a continuing basis or at scheduled intervals, usually annually, but not less frequently than every two years. The frequency of these examinations shall depend upon the nature, size and the complexity of the activity. The examinations do not relieve Federal agencies of their audit responsibilities but may affect the frequency and scope of such audits.

The recipient shall make the results of such audits available to the Government upon request.

1. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

The recipient shall require its recipients to adopt the standards above except for the requirements in paragraph e regarding the use of the letters-of-credit method and that part of subparagraph (a) regarding reporting forms and frequencies prescribed in General Provision 8.

8. Financial Reporting Requirements:

- a. Recipients shall submit an original and two copies of a Financial Status Report (Standard Form 269) 30 days after the completion of each quarter of the project with the exception of a final Financial Status Report which shall be due 90 days after project completion. All reports should be prepared on an accrual basis; however, if the recipient's accounting records are not normally kept on the accrual basis, the recipient shall not be required to convert its accounting system, but shall develop such information through best estimates based on an analysis of the documentation on hand. Reports should be submitted to the G/CAO Officer.

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- b. In the event this instrument provides for advances to the recipient, the recipient shall submit an original and two copies of a Federal Cash Transactions Report (Standard Form 272) 15 working days following the end of each quarter.
- c. The recipient shall use the Request for Advance or Reimbursement (Standard Form 270) when a letter of credit is not authorized by this instrument. An original and two copies shall be submitted monthly to the office designated elsewhere in this instrument.

9. Monitoring and Reporting Program Performance:

- a. Recipients shall constantly monitor their performance under this grant or cooperative agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. This review shall be made for each program, function, or activity in accordance with the requirements set forth in the Schedule.
- b. Recipients shall submit a performance report (technical report) for this instrument that briefly presents the following information for each program, function, or activity involved:
 - (1) A comparison of actual accomplishments with the goals established for the period, the findings of the investigator, or both. If the output of the programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
 - (2) Reasons why established goals were not met.
 - (3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

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- c. The recipient shall submit the performance report quarterly with the Financial Status Report (or request for advance or reimbursement if used in lieu of the Financial Status Report) required by Clause 8 entitled "Financial Reporting Requirements."
- d. Between the required performance reporting dates, events may occur that have significant impact upon the project or program. In such instances, the recipient shall inform the G/CAO and GTR as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Federal assistance needed to resolve the situation.
 - (2) Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected.
- e. If any performance review conducted by the recipient discloses the need for change in the budget estimates in accordance with the criteria established in the clause entitled "Budget Revision Procedures," the recipient shall submit a request for budget revision.

10. Budget Revision Procedures:

- a. The budget is the approved financial plan for both the Federal and non-Federal shares to carry out the purpose of the instrument. This plan is the financial expression of the project or program as approved during the application and award process. It should be related to performance for program evaluation purposes whenever appropriate and required.
- b. HUD shall not be obligated to reimburse the recipient for outlays (costs) in excess of the Federally funded amount of the instrument unless and until the G/CAO executes an amendment to the instrument which increases the Federally funded amount. The Federally funded amount is the amount obligated on the instrument which may be less than or equal to the budgeted Federal share of the instrument.

- c. This paragraph c is applicable only if the recipient is a State, local, or Federally recognized Indian tribal government (as defined by OMB Circular A-102). Recipients shall request prior approvals promptly from the G/CAO when there is reason to believe that a revision will be necessary for any of the following reasons:
- (1) Changes in the scope or the objective of the project or program.
 - (2) The need for additional Federal funding.
 - (3) The revisions which pertain to the addition of items requiring approval in accordance with the provisions of Federal Management Circular 74-4.
 - (4) Recipients plan to transfer funds allotted for training allowances (direct payments to trainees) to other categories of expense.
- d. This paragraph d is applicable only if the recipient is not a State, local, or Federally recognized Indian tribal government (as defined by OMB Circular A-102):
- (1) Recipients shall request prior approvals promptly from the G/CAO when there is reason to believe that a revision will be necessary for any of the following reasons:
 - (a) Changes in the scope of the objective of the project or program.
 - (b) The need for additional Federal funding.
 - (c) The expenditures that require approval in accordance with applicable cost principles.
 - (d) Recipients plan to transfer funds allotted for training allowances (direct payments to trainees) to other categories of expense.
 - (1) None of the substantive programmatic work under this instrument may be subcontracted or transferred without prior approval of the G/CAO. This provision does not apply to the purchase of supplies, material, equipment, or general support services.

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- e. This paragraph e is applicable only if specifically required in the Schedule of this instrument. The recipient shall not transfer, without the written approval of the G/CAO, funds among cost categories when the cumulative amount of such transfers exceeds or is expected to exceed five percent of the total budget as last approved by the G/CAO. The same criteria shall apply to the cumulative amount of transfers among programs, functions, and activities or "line items" when budgeted separately for an award, except that the Department shall permit no transfer that would cause any Federal appropriation, or part thereof, to be used for purposes other than those intended.
- f. Recipients shall notify the G/CAO promptly whenever the amount of Federal authorized funds is expected to exceed the needs of the recipient by more than \$5000 or five percent of the Federal award, whichever is greater.
- g. When requesting approval for budget revisions, recipients shall use the budget forms that were used in the application unless another format is authorized by the G/CAO.
- h. Within 30 days from the date of receipt of the request for budget revisions, the G/CAO shall review the request and notify the recipient whether or not the budget revisions have been approved. If the revision is still under consideration at the end of 30 days, the G/CAO shall inform the recipient in writing as to when the recipient may expect the decision.

11. Closeout Procedures:

- a. The following definitions shall apply:
 - (1) Closeout - The closeout of this instrument is the process by which HUD determines that all applicable administrative actions and all required work of the instrument have been completed by the recipient and HUD.

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- (2) Date of completion - The date on which all work under the instrument is completed or the date in the award document, or any supplement or amendment thereto (including termination notices subject to the clause entitled Suspension and Termination Procedures), on which Federal assistance ends.
 - (3) Disallowed costs - Disallowed costs are those charges to the instrument that the G/CAO determines to be unallowable in accordance with the applicable Federal cost principle or other conditions contained in the instrument.
- b. The parties shall closeout this instrument in accordance with the following procedures:
- (1) Upon request HUD shall make prompt payments to a recipient for allowable reimbursable costs under the instrument being closed out.
 - (2) The recipient shall immediately refund any balance of unobligated (unencumbered) funds that HUD has advanced or paid and that is not authorized by HUD to be retained by the recipient for use in other instruments.
 - (3) The recipient shall submit to G/CAO within 90 days after completion of this instrument all financial and other data required by the G/CAO to closeout the instrument. The G/CAO may grant extensions when requested by the recipient.
 - (4) The G/CAO shall make a settlement for any upward or downward adjustments to the Federal share of costs after these reports are received.
 - (5) The recipient shall account for any property acquired with Federal funds or received from the Government, in accordance with the provisions of the clause entitled "Property Management Standards."

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- (6) In the event a final audit has not been performed prior to the closeout of the instrument, HUD shall retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

12. Suspension and Termination Procedures:

- a. The following definitions shall apply:
 - (1) Termination - Termination of this instrument means the cancellation of Federal assistance, in whole or in part, under the instrument at any time prior to the date of completion.
 - (2) Suspension - The suspension of this instrument is an action by the G/CAO that temporarily suspends Federal assistance under the instrument pending corrective action by the recipient or pending a decision to terminate the instrument by HUD.
- b. When the recipient has failed to comply with the terms, conditions, or standards of the instrument, the G/CAO may, on reasonable notice to the recipient, suspend the instrument and withhold further payments, or prohibit the recipient from incurring additional obligations of funds, pending corrective action by the recipient, acknowledge a decision to terminate in accordance with paragraph c. The G/CAO shall allow all necessary and proper costs that the recipient could not reasonably award during the period of suspension provided that they meet the provisions of the applicable Federal cost principles.
- c. This instrument may be terminated for cause or convenience.
 - (1) Termination for cause - The G/CAO may terminate this instrument in whole or in part at any time before the date of completion, whenever it is determined that the recipient has failed to comply with the conditions of the instrument.

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The G/CAO shall promptly notify the recipient in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the recipient or recoveries by HUD in the event this instrument is terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

- (2) Termination for convenience - This instrument may be terminated in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The recipient shall not incur new obligations of the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The G/CAO shall allow full credit to the recipient for the Federal share of the noncancellable obligations, properly incurred by the recipient prior to termination.
- (3) The parties shall promptly settle the terminated instrument in accordance with the applicable requirements of the clause entitled "Closeout Procedures." In addition, the parties shall execute upon settlement a written amendment to setting forth the terms and conditions of the settlement agreement.

13. Property Management Standards:

- a. The following definitions apply for the purpose of this clause.
 - (1) Real property - Real property means land, including land improvements, structures and appurtenances, thereto, but excluding movable machinery and equipment.

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- (2) Personal property - Personal property of any kind except real property. It may be tangible-having physical existence, or intangible-having physical existence, such as patents, inventions and copy-rights.
- (3) Nonexpendable personal property - Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit except that recipients subject to Cost Accounting Standards Boards regulations may use the CASB standard of \$500 per unit and useful life of two years. A recipient may use its own definition of nonexpendable personal property provided that the definition would at least include all tangible personal property as defined above.
- (4) Expendable personal property - Expendable personal property refers to all tangible personal property other than nonexpendable property.
- (5) Excess property - Excess property means property under the control of any Federal agency that, as determined by the head thereof, is no longer required for its needs or the discharge of its responsibilities.
- (6) Acquisition cost of purchased nonexpendable personal property - Acquisition cost of an item of purchased nonexpendable personal property means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Other charges such as the cost of installation, transportation, taxes, duty or protective in-transit insurance, shall be included or excluded from the unit acquisition cost in accordance with the recipient's regular accounting practices.

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- (7) Exempt property - Exempt property means tangible personal property acquired in whole or in part with Federal funds, and title to which is vested in the recipient without further obligation to the Federal Government except as provided in subparagraph d (1) below. Such unconditional vesting of title will be pursuant to any Federal legislation that provides HUD with adequate authority.
- b. Real property - If real property is acquired as a requirement of this instrument, the following shall apply:
- (1) Title to real property shall vest in the recipient subject to the condition that the recipient shall use the real property for the authorized purpose of the project, as long as it is needed.
 - (2) The recipient shall obtain approval by HUD for the use of real property in other projects when the recipient determines that the property is no longer needed for the purpose of the original project. Use in other projects shall be limited to those under other federally sponsored projects. (i.e., grants or other agreements) or programs that have purposes consistent with those authorized for support by HUD.
 - (3) When the real property is no longer needed as provided in (1) and (2) above, the recipient shall request disposition instructions from HUD or its successor Federal sponsoring agency.
- c. Federally-owned nonexpendable personal property - Title to federally-owned property remains vested in the Federal Government. The recipient shall submit annually an inventory listing of federally-owned property in their custody to HUD. Upon completion of the effort covered by the instrument or when the property is no longer needed, the recipient shall report the property to HUD for further agency utilization.

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d. Other nonexpendable property - When other nonexpendable tangible personal property is acquired by a recipient with project funds, title shall vest in the recipient subject to the following conditions.

- (1) Right to transfer title - For items of nonexpendable personal property having a unit acquisition cost of \$1,000 or more, HUD reserves the right to transfer the title to the Federal Government or a third party.
- (2) Use of other tangible nonexpendable property for which the recipient has title.
 - (a) The recipient shall use the property in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original project or program, the recipient shall use the property in connection with its other federally sponsored activities if authorized by HUD.
 - (b) Shared use - During the time that nonexempt nonexpendable personal property is held for use on the project or program for which it was acquired, the recipient shall make it available for use on other projects or programs if such other use will not interfere with the work on that project. First preference for such other use shall be given to other projects or programs sponsored by HUD; second preference shall be given to projects or programs sponsored by other Federal agencies. If the property is owned by the Federal Government, use for other activities not sponsored by the Federal Government shall be permissible if authorized by HUD.

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- (3) Disposition of other nonexpendable property - When the recipient no longer needs the property as provided in d (2) above, the property may be used for other activities in accordance with the following standards.
- (a) Nonexpendable property with a unit acquisition cost of less than \$1,000 - The recipient may use the property for other activities without reimbursement to HUD or sell the property and retain the proceeds.
 - (b) Nonexpendable personal property with a unit acquisition cost of \$1,000 or more - The recipient may retain the property for other uses provided that compensation is made to HUD. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value of the property. If the recipient has no need for the property and the property has further use value, the recipient shall request disposition instructions from HUD.
- (4) Property management standards for nonexpendable property - The recipient's property management standards for nonexpendable personal property shall include the following procedural requirements:
- (a) Property records shall be maintained accurately and shall include:
 - 1. A description of the property.
 - 2. Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
 - 3. Source of the property, including grant or other agreement number.

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4. Whether title vests in the recipient or the Federal Government.
 5. Acquisition date (or date received, if the property was furnished by the Federal Government) and cost.
 6. Percentage (at the end of the budget year) of Federal participation in the cost of the project or program for which the property was acquired. (Not applicable to property furnished by the Federal Government.)
 7. Location, use and condition of the property and the date the information was reported.
 8. Unit acquisition cost.
 9. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal sponsoring agency for its share.
- (b) Property owned by the Federal Government must be marked to indicate Federal ownership.
- (c) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property.
- (d) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented; if the property was owned by the Federal Government, the recipient shall promptly notify HUD.

- (e) Adequate maintenance procedures shall be implemented to keep the property in good condition.
 - (f) Where the recipient is authorized or required to sell the property, proper sales procedures shall be established which would provide for competition to the extent practicable and result in the highest possible return.
- e. Expendable personal property - Title to expendable personal property shall vest in the recipient upon acquisition. If there is a residual inventory of such property exceeding \$1,000 in total aggregate fair market value, upon termination or completion of the instrument and the property is not needed for any other federally sponsored project or program, the recipient shall retain the property for use on nonfederally sponsored activities, or sell it, but must in either case, compensate HUD for its share. The amount of compensation shall be computed in the same manner as nonexpendable personal property.
- f. Intangible property:
- (1) Inventions and patents - If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the Federal Government, such fact shall be promptly and fully reported to HUD. Unless there is a prior agreement, between the recipient and HUD on disposition of such items, HUD shall determine whether protection on the invention or discovery shall be sought. HUD will also determine how the rights in the inventory or discovery-including rights under any patent issued thereon-shall be allocated and administered in order to protect the public interest consistent with current Government Patent Policy.

- (2) Copyrights - Except as otherwise provided in the terms and conditions of this instrument, the author or the recipient organization is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the instrument, but HUD hereby reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use and to authorize others to use, the work for Government purposes.

14. Procurement Standards:

a. All recipients shall adhere to the following standards:

- (1) The recipient shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family, partners, or organization in which he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The recipients' officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. To the extent permissible by State and local laws, rules and regulations, such standards shall provide for disciplinary actions to be applied for violations of such standards by the recipients' officers, employees or agents.
- (2) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient should be alert to organizational conflicts of interest or noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In

order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals should be excluded from competing for such procurements. Awards shall be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the recipient, price and other factors considered. Solicitations shall clearly set forth all requirements that the bidder/offeror must fulfill in order for his bid/offer to be evaluated by the recipient. Any and all bids/offers may be rejected when it is in the recipient's interest to do so.

- (3) All recipients shall establish procurement procedures that provide for, at a minimum, the following procedural requirements.
 - (a) Proposed procurement actions shall follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical, practical procurement.
 - (b) Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such a description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand name or equal" descriptions may be used as a means to define the performance or other salient requirements of a procurement, and when so used the specific features of the named brand which must be met by bidders/offerors shall be clearly specified.
 - (c) Positive efforts shall be made by the recipient to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts utilizing Federal funds.

- (d) The type of procuring instruments used, e.g., fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, shall be determined by the recipient but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.
- (e) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.
- (f) All proposed sole source contracts or where only one bid or proposal is received in which the aggregate expenditure is expected to exceed \$5,000 shall be subject to prior approval of the G/CAO.
- (g) Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.
- (h) Procurement records and files for purchases in excess of \$10,000 shall include the following:
1. Basis for contractor selection;
 2. Justification for lack of competition when competitive bids or offers are not obtained;
 3. Basis for award cost or price.

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- (i) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions and specifications of the contract, and to ensure adequate and timely followup of all purchases.
- b. If the recipient of this instrument is a State or local government it shall adhere to the following standards:
- (1) Formal advertising, with adequate purchase description, sealed bids, and public openings shall be the required method of procurement unless negotiation pursuant to paragraph (2) below is necessary to accomplish sound procurements. However, procurements of \$10,000 or less need not be so advertised unless otherwise required by State or local law or regulations. Where such advertised bids are obtained the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the recipient, price and other factors considered. (Factors such as discounts, transportation costs, taxes may be considered in determining the lowest bid.) Invitations for bids shall clearly set forth all requirements which the bidder must fulfill in order for his bid to be evaluated by the recipient. Any or all bids may be rejected when it is in the recipient's interest to do so, and such rejections are in accordance with applicable State and local law, rules and regulations.
 - (2) Procurements may be negotiated if it is impracticable and unfeasible to use formal advertising. Generally, procurements may be negotiated by the recipient if:
 - (a) The public exigency will not permit the delay incident to advertising;
 - (b) The material or service to be procured is available from only one person or firm: (All contemplated sole source procurements where the aggregate expenditure is expected to exceed \$5,000 shall be referred to the G/CAO for prior approval.)

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- (c) The aggregate amount involved does not exceed \$10,000;
 - (d) The contract is for personal or professional services, or for any service to be rendered by a university, college, or other educational institutions;
 - (e) The material or services are to be procured and used outside the limits of the United States and its possessions;
 - (f) No acceptable bids have been received after formal advertising;
 - (g) The purchases are for highly perishable materials or medical supplies, for material or services where the prices are established by law, for technical items or equipment requiring standardization and interchangeability of parts with existing, for experimental, developmental or research work for supplies purchased for authorized resale, and for technical or specialized supplies requiring substantial initial investment for manufacture;
 - (h) Otherwise authorized by law, rules, or regulations. Notwithstanding the existence of circumstances justifying negotiation, competition shall be obtained to the maximum extent practicable.
- c. The recipient shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts. These provisions shall also be applied to subcontracts.
- (1) Contracts in excess of \$10,000 shall contain contractual provisions or conditions that will allow for administrative, contractual or legal remedies in instances in which contractors violate or breach contract terms, and provide for such remedial actions as may be appropriate.

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- (2) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- (3) In all contracts for construction or facility improvement awarded for more than \$100,000, recipients shall observe the bonding requirements provided in this instrument.
- (4) All contracts awarded by recipient and its contractors or subgrantees having a value of more than \$10,000, shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).
- (5) All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipient and subrecipients shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give us any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- (6) When required by the Federal program legislation, all construction contracts awarded by the recipient and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5).

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Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.

- (7) Where applicable, all contracts awarded by recipient in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than $1\frac{1}{2}$ times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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- (8) Contracts or agreements, the principal purpose of which is to create, develop or improve products, processes or methods; or for exploration into fields that directly concern public health, safety or welfare; or contracts in the field of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions and materials generated under the contract or agreements are subject to the regulations issued by HUD and the recipient.
- (9) All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- (10) Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency.

15. Other Administrative Provisions:

The recipient agrees that:

- (1) It shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement.

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- (2) It shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (a) the primary purpose of an instrument is to provide employment or (b) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- (3) It shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- (4) It shall comply with the provisions of the Hatch Act which limit the political activity of employees.
- (5) It shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to employees of institutions of higher education, hospitals, and other nonprofit organizations.
- (6) It shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business, or other ties.
- (7) It shall insure that the facilities under its ownership, lease, or supervision, which shall be utilized in the accomplishment of the instrument are not listed on the Environmental Protection Agency (EPA) list of violating facilities and that it shall notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (8) It shall comply, to the extent applicable, with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to

inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder.

- (9) It shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 13, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- (10) It shall assist HUD in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.
- (11) It shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR Parts 80, 81 and 84), promulgated under the foregoing statute. It agrees that, in

accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.

- (12) It shall comply, to the extent applicable, with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, et seq., which provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
- (13) It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60). This applies only to contracts awarded by recipients having a value of more than \$10,000.

MONITOR-TARGETED JOBS DEMONSTRATION PROGRAM

<u>Site</u>	<u>Agency</u>	<u>Name</u>	<u>Telephone</u>
Portland, Oregon	Economic Development Admin.	Janet Pease	377-5103
Blackfeet Indian tribe, Browning, Montana	Economic Development Admin.	Allan Gregerman	337-5103
Buffalo, New York	Department of Transportation	Sara Campbell	426-9191
Genesee County, Mich.	Department of HUD	Judith May	755-6220
Lynn, Mass.	Department of Labor	Etta Williams	376-7171
Metcalf, Miss.	Community Services Admin.	Patricia Bennett	254-5320
Milwaukee, Wisc.	Department of HUD	Judith May	755-6220
New York, N.Y.	Department of Labor	Etta Williams	376-7171
Paterson, N.J.	Small Business Admin.	Ellen Gilligan	653-6470
Philadelphia, Pa.	Department of Labor	Etta Williams	376-7171
Portland, Maine	Department of Transportation	Sara Campbell	426-9191
Seattle, Washington	Department of HUD	Tim Durkin	755-5370
San Antonio, Texas	Community Services Admin.	Patricia Bennett	254-5320
Wilmington, Del.	Small Business Admin.	Ellen Gilligan	653-6470

"Exhibit B"

Code	Object Title				
110	Full-Time Employees	21,573			
120	Part-Time Employees				
130	Federal Program Enrollees				
140	Overtime				
150	Premium Pay				
170	Benefits	6,159			
190	Less-Labor Turnover				
100	Total Personal Services	27,732			
210	Professional Services				
220	Utilities				
230	Equipment Rental				
240	Repair & Maintenance				
260	Miscellaneous Services				
310	Office Supplies	280			
320	Operating Supplies				
330	Repair & Maint. Supplies				
340	Minor Equipment & Tools				
350	Clothing & Uniforms				
380	Other Commodities-External				
410	Education				
420	Local Travel	600			
430	Out-of-Town Travel				
440	Space Rental	400			
450	Interest				
460	Refunds				
470	Retirement System Payments				
490	Miscellaneous				
510	Fleet Services				
520	Printing Services	240			
530	Distribution Services				
540	Electronic Services				
550	Data Processing Services				
560	Insurance				
570	Telephone Services	178			
580	Intra-Fund Services				
590	Other Services-Internal				
200-500	Total Materials & Services	1,698			
610	Land				
620	Buildings				
630	Improvements				
640	Furniture & Equipment	4,750			
600	Total Capital Outlay	4,750			
700	Other				
	TOTAL	34,130			

ORDINANCE NO. **149375**

An Ordinance authorizing acceptance from the Department of Housing & Urban Development the jointly funded Grant No. HG-6949 in the amount of \$197,000 to fund a Targeted Jobs Demonstration Program to permit the design of a joint management plan for proceeding with the job creation policy of Portland's Comprehensive Development Strategy over a two year period beginning March 1, 1980 and ending February 28, 1982; allocating funds in the amount of \$35,063 for the balance of FY 79-80, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That the Dept. of Housing & Urban Development is administering funds for a Targeted Jobs Demonstration Program, under which the City of Portland has been allocated \$197,000.
2. That this funding will permit the design of a joint management plan for proceeding with the job creation policy of Portland's Comprehensive Development Strategy.
3. That \$93,500 of the funding has been anticipated and will be appropriated as part of the fiscal year 80-81 budget; of the remaining amount, only that part which is anticipated to be expended in the fiscal year ending June 30, 1980, is to be appropriated at this time, and the portion for the eight months in FY 81-82 will be appropriated as part of that year's budget.
4. There is no match required of the City for this grant.
5. Indirect costs will be charged at the rate of three percent of the allowable costs in the total amount of \$5,155, with \$883 appropriated in FY 79-80.
6. It is therefore appropriate that the Mayor accept, on behalf of the City, Grant No. HG-6949 in the amount of \$197,000 from the Dept. of Housing and Urban Development, as shown in Exhibit "A".

NOW, THEREFORE, the Council directs:

- a. The Mayor is hereby authorized to accept, on behalf of the City, the jointly funded grant administered by the Dept. of Housing & Urban Development for \$197,000, as set forth in Exhibit "A".

ORDINANCE No.

b. The Finance Officer is hereby authorized to amend the FY 79-80 City Budget, increasing resources and requirements as follows:

CETA FUND
Resources

Grant No. HG-6949 TJDP	\$ 35,063
Total	\$ 35,063

Requirements

TJDP Program Expenditure	\$ 34,180
Refer to attached budget - Exhibit "B"	
TJDP Indirect Cost	<u>883</u>
Total	\$ 35,063

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

Passed by the Council, APR 9 1980

Commissioner Francis Ivancie

JPG:pj
3/24/80

Connie M. Bradley
Mayor of the City of Portland

Attest:

Serge Zubrod
Auditor of the City of Portland

Calendar No. ~~1119~~ ¹¹⁸⁷

ORDINANCE No. 149375

Title

An Ordinance authorizing acceptance from the Department of Housing & Urban Development the jointly funded Grant No. HG-6949 in the amount of \$197,000 to fund a Targeted Jobs Demonstration Program to permit the design of a joint management plan for proceeding with the job creation policy of Portland's Comprehensive Development Strategy over a two year period beginning March 1, 1980 and ending February 28, 1982; allocating funds in the amount of \$35,063 for the balance of FY 79-80, and declaring an emergency.

APR 3 1980

CONTINUED TO APR 9 1980

Filed MAR 28 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

George Yerovich
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	1	
Jordan	—	
Lindberg	1	
Schwab	1	
McCready	1	

4

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Commissioner Francis Ivancie

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities FJIMK
Works

BUREAU APPROVAL
Bureau: Human Resources
Prepared By: JOS Date: 3/19/80
Joseph P. Gonzales
Budget Impact Review:
<input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Janice J. Wilson</i>

NOTED BY
City Attorney
City Auditor
City Engineer