Grantor (Prime Sponsor)	Contractor	Contract No.							
City of Portland	Burnside Consortium, Inc.								
contractor shall provide and Training Act (CETA) in this contract and applications.	ces is entered into by the Prime Sport and <u>Burnside Consortium</u> . Inc. reinafter referred as the Contractor. services under the City's Comprehens Program in accordance with the provisable Federal Regulations. This contr for Services, Narrative, budget and	The sive Employment sions of ract consists							
	form the functions set forth under the this cost-reimbursement contract.	ne terms and							
The functions of this contract shall be for $\underline{6}$ months from date of first hire and upon compliance with the general conditions of this contract, not to exceed September 30, 1980 unless extended by City Council action.									
allowable costs incurred	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 $$5,580$$ to be paid from Federal funds received.								
Dated this day of _	, 19								
Approved:	CONTRACTOR:								
Executive Director, Human Resources Bureau	By: Title:								
Approved:	CITY OF PORTLAND								
Director, Training & Employment Qi	BY: City Auditor								
Approved as to Form	By: Commissioner of P	Public Utilities							
City Attorney									

AGREEMENT FOR SERVICES

PARTIES:

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

Burnside Consortium, Inc.(Contractor) 107 N.W. 5th, Suite #212,
Portland, Oregon 97209

RECITALS:

- A. Upon consideration of a request for proposal, <u>Burnside Consortium</u>
 Inc.
 , 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 VI of CETA.
- C. It is therefore appropriate for the City to enter into a contract with Burnside Consortium, Inc.
 the Contractor, to provide the services herein described.

AGREED/CONTRACTOR:

- 1. Contractor shall be responsible for providing adequate supervision of participants assigned to their particular work site(s).
- 2. Contractor shall provide a safe work environment for all participants assigned to their work site(s) and adhere to applicable safety standards.
- 3. Supervisors shall make every effort to deal immediately with participant absences and shall also make every effort to assist the participants in achieving regular attendance. It is intended that subsequent unnecessary absences can be influenced by speedy and early intervention on the part of the supervisor.
- 4. Contractor shall make necessary staff time available to meet with City personnel on participant matters.
- 5. Contractor shall make sufficient staff time available to fill out questionnaires and participate in interviews or other research and program monitoring activities.
- 6. Contractor shall be responsible for orienting every participant hired by the Contractor.
- 7. Contractor shall keep daily time and attendance records for participants and make such records available upon request.

- 8. Contractor shall be responsible for adhering to all fiscal requirements of DOL and the City.
- 9. Participant files and records shall be open to inspection by designated City staff.
- 10. All fiscal records related to this contract shall be open to inspection by designated staff.
- 11. Contractor shall notify appropriate City staff at least 24 hours prior to an anticipated termination of a participant.
- 12. Contractor shall comply with the goals and objectives stated in the agency proposal, herein attached as Project Narrative, Exhibit A.

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.

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 \$10,000 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 thereto naming the City as an additional insured and protecting the City, its agents and employees from claims for damages arising out of the performance of this contract;

- c. that all property and equipment purchased or received by the Contractor or pursuant to this contract, is insured against fire, theft and destruction;
- d. that the above policies of insurance are in force and will not be cancelled without thirty (30) days prior notice to the City.
- 2. Contractor shall submit to the City a written Affirmative Action Plan within thirty (30) days after first hire.
- 3. In performance hereof, the Contractor shall comply with the provisions of the Civil Rights Compliance Statement (refer to Exhibit B).
- 4. In performance hereof, the Contractor shall comply with the provisions of the Oregon Revised Statutes, Chapter 279, relating to public contracts 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. If applicable, all non-expendable items purchased hereunder shall be purchased in the name of the City; such purchases shall be for cash and not include any credit terms; such purchases 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. Non-expendable is defined as items with a purchase price of \$100 and over.
- 7. If applicable, Contractor shall also maintain an acceptable and current log of all non-consumable supplies purchased under this contract.
- 8. If applicable, all non-expendable items and non-consumable supplies purchased under the agreement shall be returned to the City within ten (10) days after the close of the contract.
- 9. Contractor shall submit the required program reports (refer to Exhibit C) 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.
- 10. 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 City Auditor.

- ll. 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.
- 12. The Contractor shall submit to the City one (1) copy of all formal documents produced under this contract.
- 13. 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.
- 14. 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.

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:
 - a. 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.
- 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. 1319(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 nonexempt subgrant, contract, or subcontract.

COMPENSATION - METHOD OF PAYMENT:

- 1. Total compensation shall not exceed \$5,580.
- 2. An advance shall be made to cover the cost of the Contractor's initial expenses for operation, not to exceed the sum of $\frac{N/A}{N}$ 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 peform 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 performers; 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.

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 subgrant 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 GENERAL CONDITION

- 1. Contractor shall be considered as the employer of record of the Public Service Employment participant(s). The Public Service Employment participant(s) shall be deemed to be an employee of the Contractor and Contractor shall provide Workers' Compensation coverage for the participant(s). Contractor shall hold harmless and indemnify the City of Portland by providing to the City of Portland an insurance certificate exhibiting the limits of such Workers' Compensation coverage.
- 2. Contractor shall within fifteen (15) days of the date of hire of the Public Service Employment participant(s), deliver to the Program Development Unit, three copies of the CETA Title VI Special Project proposal form. CETA Title VI Special Project proposal forms will be provided to the Contractor by the Program Development Unit.

JOB DESCRIPTION

TITLE:

Research and Planning Assistant

REPORTS TO:

Planning Coordinator

SALARY:

\$750 per month plus fringe benefits

DESCRIPTION OF DUTIES:

1. Assist in analyzing data from survey research.

2. Conduct research on funding sources.

- 3. Assist in locating sites for housing rehabilitation projects; work with architects, construction estimators, and contractors in drawing up rehabilitation plans; assist social service agencies with site location and utilization problems.
- 4. Assist in preparing reports to funding sources and contract agencies.

SKILLS AND ABILITIES:

- 1. The ability to relate to a broad range of people.
- 2. The ability to communicate well both orally and in writing.
- 3. Sufficient computational skills to analyze, compare, and contrast demographic and other data.

MINIMUM QUALIFICATIONS:

- 1. Prior experience and/or training in architectural drawings, construction estimates, and facility planning helpful but not required.
- 2. Either two years of college or satisfactory demonstration of ability to conduct research and write reports.
- 3. Basic knowledge of social service and housing services delivery systems in the Portland area.

This is a temporary position and applicants must be eligible for appointment under the guidelines established by the City of Portland's Training and Employment Division for Title of CETA.

The BURNSIDE CONSORTIUM is an Equal Opportunity Employer.

APPROPRIATION UNIT LINE ITEM WORKSHEET

C	0.1.					
Code	Object Title					
110	Full-Time Employees	4,500	×			
120	Part-Time Employees					
130	Federal Program Enrollees	***************************************				
140	Overtime					
150	Premium Pay					
170	Benefits	1,080				
190	Less-Labor Turnover	1,000				
100	Total Personal Services	5,580				
210	Professional Services					
220	Utilities					
230	Equipment Rental					
240	Repair & Maintenance					
260	Miscellaneous Services					
310	Office Supplies					
320	Operating Supplies					
330	Repair & Maint, Supplies					
340	Minor Equipment & Tools					
350	Clothing & Uniforms					
380	Other Commodities—External					
410	Education Education		****			
420						
430	Out-of-Town Travel				TH	
440						·····
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460	Refunds					
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570	<u> </u>					
680						
590	Other Services-Internal					
200 500	Total Materials & Services		•			
610	Land	 		 		
620			 			
630						
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	, wintere of Equipment		 			
600	Total Capital Outlay					
70:1	Other					
	TOTAL	\$5,580				
	ł					

BUDGET JUSTIFICATION

PERSONNEL

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)
	Research and Planning Asst.	\$750.00	100	6	\$4,500
	,				
			,		
				L, PERSONNEL	\$4,500
			24 * % FRING	E BENEFITS	1,080

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

ASSURANCE OF COMPLIANCE WITH CITY OF PORTLAND AFFIRMATIVE ACTION PLAN

Burnside Consortium, Inc. (hereinafter	called the "Contractor")
HEREBY AGREES THAT it will comply with the City of Port	tland Affirmative Action
Plan as stated in City Ordinance 144724, dated November	r 10, 1977, and the Fed-
eral Guidelines contained in Revised Code 4 of the U. S	S. Department of Labor, to
the end that no person who applies for employment shall	l, on the ground of race,
color, religion, age, sex, national origin, or handical	o, be excluded from parti-
cipation in, be denied the benefits of, or be otherwise	subjected to discrimina-
tion under any program or activity for which the Contra	actor receives City of Port-
land 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.
- 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	Ву
	Title
Tontwactoule Mailing Addrage	

(Contractor's Mailing Address)

EXHIBIT C

PUBLIC SERVICE EMPLOYMENT PROGRAM

MONTHLY INVOICE

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

	CURRENT DATE:	_							TRAINING & EMPLOYMENT DIVISION 522 S. W. 5th, Rm. 612				
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										P/O # BUC # F/B RATE			
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	TELEPHONE NUMBER								1	ONTRACTUALI			
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	PREPARED BY		-							ATTICLE Y			
	PARTICIP ANT NAME	BASE PAY	For Office Use Caly	FICA	SAIF	HOSP.	LIFE INS.	RETIRE -	DENTAL	OTHER (SPECIFY)	TOTAL F/B	TOTAL PAY	
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2)													
3)													
4)								X					
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PUBLIC SERVICE EMPLOYMENT TIME SHEET

Agency N	lame								-	•						
Agency Address											Pho	one Numb	er			
Participant's Name Participant's Social Security Numb												lumber				
For Month and Year: Base Pay f									Pay for	the Mo	onth:					
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						·										

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Participant's Signature	
Supervisor's Signature	

APPROPRIATION UNIT NO.

CITY OF PORTLAND, OREGON AUTOMOBILE MILEAGE REPORT

ONLY FOR THOSE CONTRACTS

INCLUDING TRAVEL AS A FRINGE BENEFIT

RESPONSIBILITY UNIT NO.

FOR COMPENSATION FOR USE OF PRIVATE AUTO

		#		PLEASE DO NOT FILL IN THIS SPACE						
EMPLOY	EE NAME (PRINT)	SOCIAL SECURITY	iiC.		BASIC PAYMENT	PLUS				
				•	MILES	PER MIL	ε \$			
HOME A	DDRESS				PARKING COSTS \$_					
ACCOUNT BEGINNI	TING PERIOD	ENDING C	OMPENSATION CATA	AGORY	TOTAL PAYMENT \$_					
	ODOMETER READING	DAY'S	DAY'S	Of	OOMETER READING	DAY'S	DAY'S			

DATE	ODOMETER READING		DAY'S DAY'S	DAY'S	DATE	ODOMETE	R READING	DAY'S	DAY'S
DATE	START	LAST CALL	MILEAGE	PARKING	DATE	START	LAST CALL	MILEAGE	PARKING
							-		

I	HEREBY	AFFIRM	THAT	THE	FOREGOING	STATEMENT	ıs	TRUE	TO	THE	BEST	OF	MY	KNOWLEDGE	AND
81	ELIEF.														

TOTAL A	MILES.	
---------	--------	--

EMPLOYEE'S SIGNATURE

TOTAL PARKING _____

NOTE: This report must be submitted to Finance Accounting Division by the fifth (5th) day following end of accounting period in order that payment can be made by the tenth (10th) day.

Appropriate Services F-03-050 City Code

TITLE VI SPECIAL PROJECTS

Contractor		# of Mos.	# of bos.	Wages	Fringe	M&S	<u>Total</u>
Burnside Consortium,	Inc.	6	1	\$4,500	\$1,080	0	\$5,580

ORDINANCE NO. 149457

An Ordinance authorizing one (1) contract with the Burnside Consortium, Inc., under the Human Resources Bureau; creating one (1) Public Service Employment position under CETA Title VI Special Projects for contract period not to exceed September 30, 1980; transferring appropriations in the amount of \$5,580 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 to provide for unemployed persons.
- 2. This request for contract has been reviewed and determined appropriate for funding, creating one (1) Public Service Employment position under CETA Title VI, Human Resources Bureau.
- 3. Funds have been budgeted and are available for the FY 79-80 under Title VI of CETA from the Department of Labor.
- 4. The contracting agency, costs and positions are set out in Exhibit "A".
- 5. It is therefore appropriate that the Auditor and Commissioner of Public Utilities execute, on behalf of the City, one (1) contract under CETA Title VI Special Projects, with the Burnside Consortium, Inc., for a period not to exceed September 30, 1980, as set out in Exhibit "A".

NOW, THEREFORE, the Council directs:

a. The Auditor and Commissioner of Public Utilities to execute, on behalf of the City, one (1) contract under CETA Title VI Special Projects, with the Burnside Consortium, Inc., for a period not to exceed September 30, 1980, as set out 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:

CETA FUND Requirements	From TRANSFE	<u>To</u>
Title VI Unobligated Holdings BUC No. 66900037.260	\$ 5,580	The state of the s
Title VI Contracts BUC No. 67000030.280 .281		\$ 4,500 1,080
Total Requirements		.\$5,580

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, APR 16 1980

Commissioner Francis Ivancie JPG:pj

4/8/80

·50821

Attest:

Singe Hellowill

Auditor of the City of Portland

Page No. 2 of 2

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

FOUR-FIFTHS CALENDAR				
Ivancie	-			
Jordan				
Lindberg				
Schwab	·			
McCready				

Calendar No. 1335

ORDINANCE No. 149457

Title

An Ordinance authorizing one (1) contract with the Burnside Consortium, Inc., under the Human Resources Bureau; creating one (1) Public Service Employment position under CETA Title VI Special Projects for contract period not to exceed September 30, 1980; transferring appropriations in the amount of \$5,580 within the CETA Fund; and declaring an emergency.

# [1]		
Filed	APR 11 1980	

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Corna Coulon Reputy

INTRODUCED BY

Commissioner Francis Ivancie

	NOTED BY THE COMMISSIONER
	Affairs
	Finance and Administration
	Safety
	Utilities FJI MK
	Works
	BUREAU APPROVAL
	Bureau:
	Human Resources
	Prepared By: Date:
	Joseph P. Gonzales 4/8/80 Budget Impact Review:
	- '
A	Completed Not required
V	Buleau Head:
4	Trightlike
Ì	Vanige J. Witson
	NOTED BY
	City Attorney
	City Auditor
	City Engineer
1	
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