

AGREEMENT FOR SERVICESPARTIES

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

PORTLAND COMMUNITY COLLEGE, 12000 SW 49th, Portland, Oregon 97219.

RECITALS

- A. At the recommendation of the Private Industry Council (PIC), Portland Community College, 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 VII of CETA, the Private Sector Initiatives Program.
- C. It is therefore appropriate for the City to enter into a contract with Portland Community College, the Contractor, to provide the services described.

AGREED/CONTRACTOR:

- 1. Contractor shall be responsible for providing adequate supervision of participants assigned to this program.
- 2. Contractor shall provide a safe work environment for all participants assigned to their site and adhere to applicable safety standards.
- 3. Supervisors shall make every effort to deal immediately with participant absences and shall 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.

Grantor (Prime Sponsor)ContractorContract No.City of PortlandPortland Community College

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

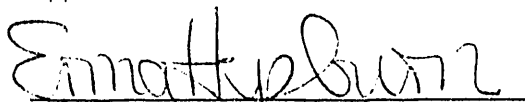
The Contractor shall perform the functions set forth under the terms and conditions established in this cost-reimbursement contract.

The functions of this contract shall commence when approved by City Council and signed by all parties. The period of performance shall not exceed six (6) months or extend beyond December 31, 1980, whichever occurs first, unless extended by City Council action.

In consideration of the foregoing, the City shall pay the Contractor allowable costs incurred in the performance of this contract, in an amount up to, but not to exceed \$37,280 to be paid from Federal funds received.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Approved:

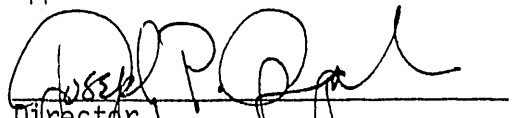
  
 Executive Director,  
 Human Resources Bureau

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved:

  
 Director,  
 Training and Employment Division

CITY OF PORTLAND:

\_\_\_\_\_  
 City Auditor

Approved as to Form:

\_\_\_\_\_  
 Commissioner of Public Utilities

\_\_\_\_\_  
 City Attorney

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 reports.
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.

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 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. 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.
7. Contractor shall maintain all fiscal and program performance records pertaining to this subgrant for a minimum of three (3) years after the close of the contract. In the event of dissolution of the corporation within the specified time, said records shall be turned over to the City Auditor.
8. The City shall provide management support and shall monitor and evaluate the services provided hereunder to assure that the goals and objectives of the contract are being met. The Contractor shall make staff and records available for this purpose. Technical assistance shall be provided to the Contractor upon request. Program progress shall be reported to the City Council upon request but in no case less than once a year.
9. The Contractor shall submit to the City one (1) copy of all formal documents produced under this contract.
10. The term "approval by the City" means written approval by the Commissioner in Charge of the Human Resources Bureau. Unless otherwise specified, documents to be submitted to the City by the Contractor shall be regarded as received when delivered to the Human Resources Bureau.

ASSURANCES AND CERTIFICATIONSGENERAL 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.

ADDITIONAL ASSURANCES

3. 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 (PL 88-352).
  - b. It will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (PS 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
  - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
  - d. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 USC 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 \$37,280.
2. An advance shall be made to cover the cost of the Contractor's initial expenses for operation upon receipt of a written request from the Contractor. Any advance request due to contract extension must be approved by the Director of the Training and Employment Division and be supported by cash flow statement.
3. The additional amounts due after the initial advance shall be reimbursed based upon receipt of the required Accounting Report Forms: (Refer to Exhibit C), the original, with the appropriate documentation attached. All reimbursement documents must be received by the fifth working day of each month. Reimbursement documents not received by the time specified may result in payments being held and made the following month. Reimbursement documents not received by the 20th day of the month may result in termination of contract. Advances will be recovered against program expenses based upon schedule to be furnished by HRB Fiscal, depending on the rate of expenditure.
4. All payments made pursuant to this contract are subject to post audit. The City shall perform spot audits, at their discretion, any time during the contract period to provide additional controls.
5. All funds received from the City shall be used by the Contractor as set forth in the budget (refer to Exhibit A). Funds not so used shall be promptly returned to the City at the end of the contract period. Any cost incurred by the Contractor over and above the agreed sums as set out in the Budget shall be at the sole risk and expense of the Contractor.
6. The operating budget may be amended provided the full cost does not exceed the amount stated in the contract. Budget amendments shall not become effective until the Commissioner in Charge has given written approval and filed the approved document with the City Auditor. Line item overruns of 5% or \$1,000, whichever is less, are allowable without a budget amendment. All program income (i.e., sale of books written by project; admissions charged by 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.
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.

3. This contract may be terminated at any time by the City by giving written notice if the Contractor is unable to procure appropriate equipment to carry out the program.

#### 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 personnel 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.

## Project Narrative

Word Processing Training Program

The Program Committee of the Private Industry Council has recommended that the PIC initiate a training program for word processing clerks under the Private Sector Initiative Program, Title VII. The goal of this program will be to train and place 20 word processing clerks.

Portland Community College will structure an intensive six-month curriculum covering:

- basic language skills
- typing
- computational skills
- word processing

Thirty to thirty-five (30-35) participants will be placed in "Phase I" of the training program. This three-month phase will consist of four modules: language skills (grammar, punctuation, sentence structure, spelling) for approximately 10 hours per week, typing (using a self-pace format) for 10 hours per week, computational skills for 5 hours per week and "Introduction to Word Processing" for 5 hours per week. This last course will include discussion of general background, types, and uses of word processing, trips to different word processing centers and career opportunities in the field. Students will have access to at least one machine during Phase I.

We anticipate that 10 of the 30 to 35 participants in Phase I will drop out or be directed into other clerical fields prior to the commencement of Phase II.

Phase II will be the second three months of training and will focus on hands-on instruction on the equipment as well as refining basic skills. Machine transcription skills will also be taught during this time. Each student will receive 6 hours per week of instruction (with self-paced curriculum) on the word processing equipment.\* Participants will spend 5 hours per week sharpening typing skills, 5 on machine transcription (using a variety of equipment), and 5 on editing skills. The remaining 9 hours per week will be spent in one of the above areas, depending on the participants' individual needs. PCC will give a certificate of completion to all successful participants at the close of the program.

The training day will be from 9:00 am until 4:00 pm each day at PCC's Southeast Center on 82nd Avenue. The program will begin July 1, 1980 and end December 31, 1980.

One full-time instructor and one full-time classroom aide will work with participants. Additionally, PCC will contract with a part-time instructor for the computational skills component of Phase I.

The Training and Employment Division's Intake, Assessment and Orientation unit will be responsible for recruiting and screening participants. PCC staff will work directly with the assessment staff in determining specific assessment tools.

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\*This is twice as much as is normally provided in PCC's regular programs.



TED will bear the major responsibility for participant placement upon successful completion of the program. PCC's Placement Office will provide placement assistance.

#### Proposed Timeline

June 11        PIC approves program  
June 12        Begin recruitment of participants  
July 1         Phase I of instruction begins at PCC  
October 1      Phase II of instruction begins at PCC  
January '1     Participants placed in unsubsidized employment

The Training and Employment Division will be responsible for issuing participant allowance checks.

#### Reporting

PCC will note the progress of each participant at least once monthly. Any participants who are making less than satisfactory progress\* will be counseled by PCC staff in order to initiate corrective action. PCC will notify TED Case Managers in writing no later than the fifth day of each calendar month of any participant making unsatisfactory progress. Such notification will include a description of the problem(s) and corrective action planned to remedy the situation.

PCC may not terminate a participant from the program without concurrence from TED Case Management.

At the midpoint of this program (September 30, 1980), PCC will submit to TED a program progress report which will include:

1. Narrative of the progress of the program as a whole (Have Phase I goals been met? Are participants ready to enter Phase II?)
2. Outline of any problems encountered and corrective actions proposed to address those problems.
3. Any recommendations for changes in the program.

This report will be submitted to TED no later than October 15, 1980.

At the close of the program PCC will submit to TED a summary report with information similar to the midpoint report. This will be submitted to TED not later than January 15, 1981.

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\*"Satisfactory progress" shall mean that the participant's progress is such that there is every reasonable expectation that she/he will successfully complete the program and enter unsubsidized employment within 6 months.

Proposed Budget

## I. Instructional Costs

A. Full time instructor	\$10,416
Fringe Benefits	3,321

B. Full time classroom aide	6,240
Fringe Benefits	2,225

C. Part time math instructor (contract)	1,000
Fringe Benefits	<u>182</u>

29,230

D. Indirect costs (space, utilities, admin, etc) (HEW formula, 25% of instructional costs)	5,846
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\$29,230

II. Materials (@\$45 per participant)	1,350
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III. Equipment Rental	<u>6,700</u>
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TOTAL	\$37,280
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Code	Object Title					
110	Full-Time Employees	16,656				
120	Part-Time Employees	-				
130	Federal Program Enrollees	-				
140	Overtime	-				
150	Premium Pay	-				
170	Benefits	5,546				
190	Less-Labor Turnover	-				
100	Total Personal Services	22,202				
210	Professional Services	1,182				
220	Utilities	-				
230	Equipment Rental	6,700				
240	Repair & Maintenance	-				
260	Miscellaneous Services	-				
310	Office Supplies	-				
320	Operating Supplies	1,350				
330	Repair & Maint. Supplies	-				
340	Minor Equipment & Tools	-				
350	Clothing & Uniforms	-				
380	Other Commodities-External	-				
410	Education	-				
420	Local Travel	-				
430	Out-of-Town Travel	-				
440	Space Rental	-				
450	Interest	-				
460	Refunds	-				
470	Retirement System Payments	-				
490	Miscellaneous	5,846				
510	Fleet Services	-				
520	Printing Services	-				
530	Distribution Services	-				
540	Electronic Services	-				
550	Data Processing Services	-				
560	Insurance	-				
570	Telephone Services	-				
580	Intra-Fund Services	-				
590	Other Services-Internal	-				
200- 500	Total Materials & Services	15,078				
610	Land					
620	Buildings					
630	Improvements					
640	Furniture & Equipment					
600	Total Capital Outlay					
700	Other					
	TOTAL	37,280				

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

BUDGET JUSTIFICATION  
MATERIALS AND SERVICES

DATE June 11, 1980

PROJECT NO. \_\_\_\_\_

PROJECT TITLE PSIP Word Processing Program - PCC

To extent possible, use format indicated below.

CODE	DESCRIPTION OF ITEM AND BASIS FOR VALUATION	ITEM TOTAL	CATEGORY TOTAL
320	Operating Supplies Textbooks and materials @\$45 per participant	1,350	1,350
490	Miscellaneous - Indirect Costs 25% of Personnel Cost Space rental, utilities, misc admin costs, etc	5,846	5,846
210	Professional Services (P/T math instructor)	1,182	1,182
230	Equipment Rental	6,700	6,700

ORDINANCE No. **149871**

An Ordinance authorizing one (1) contract in the amount of \$37,280 with Portland Community College to provide word processing training services under CETA Title VII, the Private Sector Initiative Program, with the City's Training and Employment Division, Human Resources Bureau, during the period July 1, 1980 through December 31, 1980; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland has been designated by the U.S. Department of Labor as Prime Sponsor for administering funds under the Comprehensive Employment and Training Act (CETA) to provide employment and training services for unemployed persons.
2. The Private Industry Council of the City's Training and Employment Division, has recognized the need for training entry level workers in the field of word processing.
3. Portland Community College has presented itself as capable of instructing trainees in skills necessary to be employed as an entry level word processing clerk.
4. Portland Community College regularly operates a program of demonstrated effectiveness in Word Processing training and maintains equipment and curriculum suitable for such a program.
5. The Private Industry Council has requested that the Training and Employment Division contract for training services be as outlined in Exhibit "A".
6. Portland Community College now agrees with the Training and Employment Division to provide Word Processing training services to CETA participants for the period July 1, 1980 through December 31, 1980.
7. The total cost of this contract will be derived from the U.S. Department of Labor CETA funds, Title VII, and is budgeted in the CETA fund through FY 80-81.
8. It is therefore appropriate that the Commissioner of Public Utilities and the City Auditor execute, on behalf of the City, a contract for training services with Portland Community College as set forth in Exhibit "A".

## ORDINANCE No.

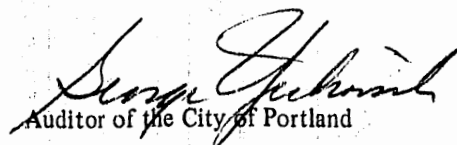
NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Utilities and the City Auditor are hereby authorized to execute, on behalf of the City, a contract for training services with Portland Community College as set forth in Exhibit "A".
- b. The Finance Officer is hereby authorized to charge contract costs to RU 683, Line item #296 in the Training and Employment Division FY 80-81 budget.

Section 2. The Council declares that an emergency exists because delay in the enactment of the 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, JUN 26 1980

Commissioner Francis Ivancie  
JPG:LN:j  
6/18/80

  
Auditor of the City of Portland

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

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Calendar No. 2265

## ORDINANCE No. 149871

### Title

An Ordinance authorizing one (1) contract in the amount of \$37,280 with Portland Community College to provide Word Processing training services under CETA Title VII, the Private Sector Initiative Program, with the City's Training and Employment Division, Human Resources Bureau, during the period July 1, 1980 through December 31, 1980; and declaring an emergency.

Filed JUN 19 1980

GEORGE YERKOVICH  
Auditor of the CITY OF PORTLAND

*Gordon Crace*  
Deputy

INTRODUCED BY
COMMISSIONER IVANCIE

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities <i>FJIMK</i>
Works

BUREAU APPROVAL
Bureau: Human Resources
Prepared By: <i>Joseph R. Gonzales</i> Date: 6/18/80
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Erma Hepburn</i>

NOTED BY
City Attorney
City Auditor <i>[Signature]</i>
City Engineer