EXHIBIT "A" 150244

Grantor (Prime Sponsor)

#### Contractor

Contract No.

City of Portland

Burnside Community Council

This agreement for services is entered into by the Prime Sponsor, hereinafter referred to as the City and Burnside Community Council

, hereinafter referred 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  $\frac{2}{2}$  months or extend beyond September  $\frac{30}{10}$ , 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 \$ 2.074 to be paid from Federal funds received.

Dated this day of , 19 .

Approved:

CONTRACTOR:

· · · · · · · · ·

Executive Director, Human Resources Bureau

Ву:	
Title:	

Approved:

CITY OF PORTLAND

rafiniting & Employment Division

Approved as to Form

BY:

City Auditor

By:

Commissioner of Public Utilities

City Attorney

#### PARTIES:

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

BURNSIDE COMMUNITY COUNCIL(Contractor), 321 N.W. Couch St. Portland, Ore 97209

#### RECITALS:

- A. Upon consideration of a request for proposal, <u>Burnside Community</u> Council , the Contractor, is considered an appropriate agent to fulfill the terms of this contract.
- B. The City has funds to support this agreement derived from the U.S. Department of Labor (DOL) under Title II-D of CETA.
- C. It is therefore appropriate for the City to enter into a contract with Burnside Community Council the Contractor, to provide the services herein described.

#### AGREED/CONTRACTOR:

- Contractor shall be responsible for providing adequate supervision of participants assigned to their particular work site(s).
- 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.
- City shall provide technical assistance in developing data gathering systems.
- 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 the above policies of insurance are in force and will not be cancelled without thirty (30) days prior notice to the City.
- 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.
- 11. Compensatory time accrued by any employee performing services under this contract shall be taken within thirty (30) days of accrual to be charged as a contract cost. Time not taken within this period shall become the sole risk and expense of the Contractor.

#### 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.

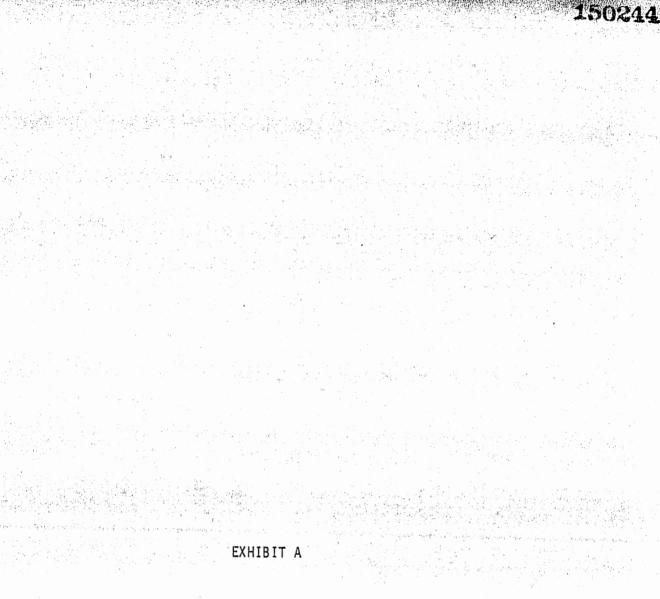
3. The prime sponsor, in operating programs for youth funded under Title IV of the Act further assures that:

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.
- d. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 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



### 150214 Burnside Community Council

#### APPROPRIATION UNIT LINE ITEM WORKSHEET

<u> </u>				 		
Code	Object Title					
	Full-Time Employees		+	 		******
	Part-Time Employees	·	+	 		
130	Federal Program Enrollees	1,938		 		
140	Overtime	1,000		 		
150	Premium Pay			 		
170	Genefits	136		 		and the second
190	Less-Labor Turnover	130		 		
100	Yotal Personal Services	2,074	-			an an an a Canada an Anna an An
210	Professional Services			 		
220	Utilities			 		
230	Equipment Rental			 	·	
240	Repair & Maintenance		-	 		
260	Miscellaneous Services		<u></u>	 		
310	Office Supplies			 		
320	Operating Supplies			 		
330	Repair & Maint, Supplies					
340	Minor Equipment & Tools					
360	Clothing & Uniforms			· ·		
380	Other Commodities-External					
410	Education					
420	Local Travel			 		
430	Out-of-Town Travel			 		
440	Space Rental			 		
45()	Interest	· · · · · · · · · · · · · · · · · · ·		 		
460	Refunds	+		 		
47() 49()	Retirement System Payments Miscellaneous	+				
510	Fleet Services			 		+
520	Printing Services			 		
530	Distribution Services			 		
540	Electronic Services	+		 	<u> </u>	
550	Data Processing Services			 		+
560	Insurance					
570	Telephone Services	+	-	 		
580	Intra-Fund Services			 		
590	Other Services-Internal					
2 <b>0</b> 0. 500	Total Materials & Services					
610	Land			 		
620	Buildings			 	+	
630	Improvements			 		
640	Furniture & Equipment					
(107	Total Capital Outlay					
701)	Other					
	TOTAL	2,074	-			

## BUDGET JUSTIFICATION

## PERSONNEL

DATE August 7, 1980

150244

PROJECT NO.

PROJECT TITLE

X

1.

ι.

(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)
2	Crim. Just. Aide	600mon./3.46hr	. 100	280 hr/2 mo	. 1,938
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			·······	, PERSONNEL	1,938
				E BENEFITS	1362,074

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

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 \$ 2,074.
- 2. An advance shall be made to cover the cost of the Contractor's initial expenses for operation, not to exceed the sum of <u>N/A</u> 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.

#### ASSURANCE OF COMPLIANCE WITH CITY OF PORTLAND AFFIRMATIVE ACTION PLAN

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

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

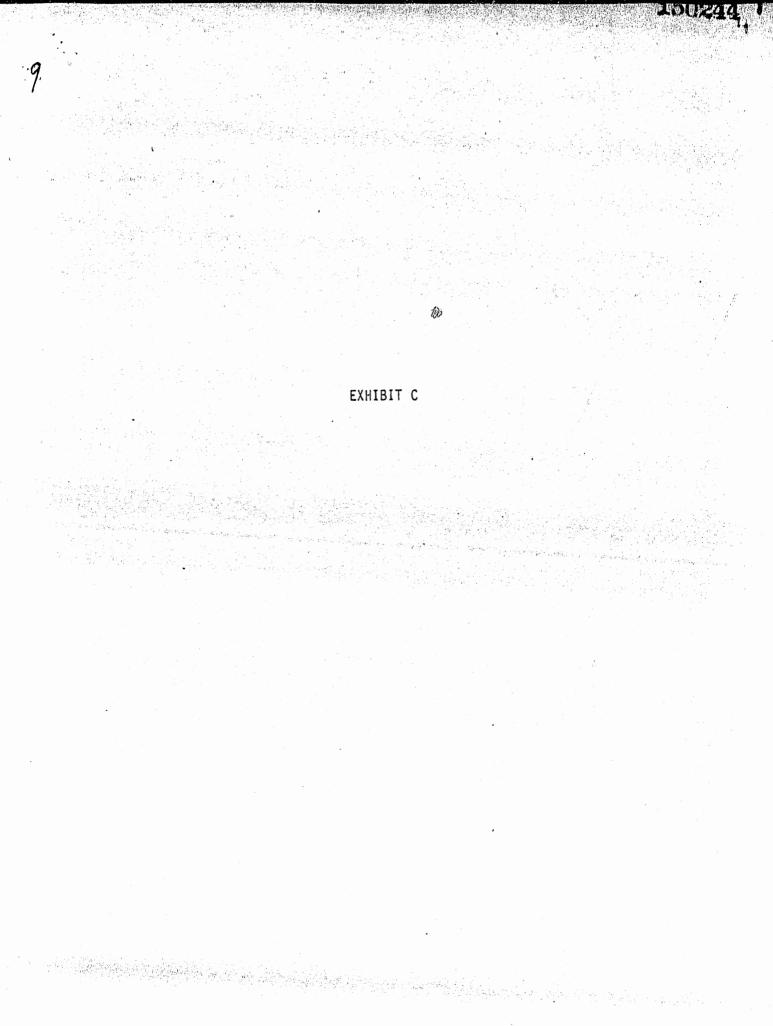
- 1. An improvement of employment opportunities for minority group persons and women in all employee classifications.
- 2. An improvement of career opportunities for minority groups and women employees.
- An increased awareness of "institutional" biases through education and training to achieve its eradication.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

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

Dated	By	
		_

(Contractor's Mailing Address)

Title



PUBLIC SERVICE EMPLOYMENT PROGRAM

MONTHLY INVOICE

CURRENT DATE:		_							CITY OF POR HUMAN RESOLUTION AND A STRAINING & 1 522 S. W. S	CES BUR	NT DIVISIO
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PREPARED BY		_							CONTROL #		
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CONTRACT SIGNATOR	OR DESTONES								DATE		

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150244

SPONSOR

#### PUBLIC SERVICE EMPLOYMENT TIME SHEET

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Hours Worked																
Day of Month	17	18	19	20	21	22	23	24	25	, 26	27	28	29	30	31	TOTAL
Hours Worked																

5024

I CERTIFY TO THE ACCURACY OF THIS TIME SHEET:

Participant's Signature

Supervisor's Signature\_\_\_\_

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(C)

EXHIBIT "A" 450244

Grantor (Prime Sponsor)

#### Contractor

Contract No.

City of Portland

11

Committee of Spanish Speaking People of Oregon

This agreement for services is entered into by the Prime Sponsor, hereinafter referred to as the City and <u>Committee of Spanish Speaking People of Oregon</u>

, hereinafter referred 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 2 months or extend beyond September 30, 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 4,388 to be paid from Federal funds received.

Dated	this		day	of	 19	)
		and the second division of the second divisio	-			

Approved:

CONTRACTOR:

Executive Director, Human Resources Bureau

Ву:	
Title:	

Approved: Director, Trainfing & Employment\Division

CITY OF PORTLAND

BY:\_

City Auditor

By:

Commissioner of Public Utilities

City Attorney

Approved as to Form

#### PARTIES:

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

COMMITTEE OF SPANISH SPEAKING PEOPLE OF OREGON (Contractor), 1006 S.E. Grand Ave. Portland, Oregon 97214

#### RECITALS:

- A. Upon consideration of a request for proposal, <u>Committee of Spanish</u> Speaking People of Oregon, the Contractor, is considered an appropriate agent to fulfill the terms of this contract.
- B. The City has funds to support this agreement derived from the U. S. Department of Labor (DOL) under Title II-D of CETA.
- C. It is therefore appropriate for the City to enter into a contract with Committee of Spanish Speaking People of Oregon the Contractor, to provide the services herein described.

#### AGREED/CONTRACTOR:

- Contractor shall be responsible for providing adequate supervision of participants assigned to their particular work site(s).
- 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.
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#### AGREED/CITY:

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#### 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;
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- 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.
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- 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.
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#### ASSURANCES AND CERTIFICATIONS

#### General Assurances

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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:

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- c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- d. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 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

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150244

#### COMPENSATION - METHOD OF PAYMENT:

- Total compensation shall not exceed \$ 4,388 .
- 2. An advance shall be made to cover the cost of the Contractor's initial expenses for operation, not to exceed the sum of <u>N/A</u> 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:

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- 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.



# EXHIBIT A

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#### Committee of Spanish Speaking of Oregon (COSSPO)

## APPROPRIATION UNIT

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Code	Object Title				
110	Full-Time Employees				
120	Part-Time Employees	:		 	
130	Federal Program Enrollees	2 710		 	
140	Overtime	3,719		 	
150	Premium Pay				
170	Benefits	669		an a she i san ta ya ka ya	
190	Less-Labor Turnover				
100	Total Parsonal Services	4,388			
210	Professional Services			 	
220	Utilities				
	and the second			 	
230	Equipment Rental			 	
240	Repair & Maintenance			 	
260	Miscellaneous Servicas			 	
310	Office Supplies			 	
320	Operating Supplies				
330	Repair & Maint, Supplies				
340	Minor Equipment & Tools				
350	Clothing & Uniforms				
380	Other Commodities-External				
410	Education				
420	Local Traval		1	 	
430	Out-of-Town Travel		· · · · · · · · · · · · · · · · · · ·		······································
440	Space Rental			 	
45()	Interest			 	
460	Refunds			 	
	and the section of th			 	
471)	Retirement System Payments			 	
490				 	
510					
520					
530					
540	Electronic Services				
550	Data Processing Services				
560	Insurance		and the second		
570	Telephone Services				
580	Intra-Fund Services			 	
590				 	
200- 500	Total Materials & Services				
				 +	
610				 	
620				 	
630					
640	Furniture & Equipment				
600	Total Capital Outlay				
70:)	Other				
	TOTAL	4,388			

## 150244

#### BUDGET JUSTIFICATION

1.

#### PERSONNEL

DATE August 7, 1980

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PROJECT NO.

PROJECT TITLE

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(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)
2	Job Developer Tr.	850/mn./4.91hr.	100	280hr./2 mon.	2,750
1	Receptionist	600/mo./3.46hr	100	280hr./2 mon.	969
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	+	1			
		\ \	,		
			· · · · · ·		
			SUBTOTAL	, PERSONNEL	3,719
			17.98% % FRINGE	BENEFITS	669
			TOTAL, F	ERSONNEL	4,388

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

EXHIBIT B

150244

#### ASSURANCE OF COMPLIANCE WITH CITY OF PORTLAND AFFIRMATIVE ACTION PLAN

Committee of Spanish Speaking People of Oregon

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

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

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

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

Dat	ed		
Dat	ea		

Ву \_\_\_\_\_

(Contractor's Mailing Address)

Title \_\_\_\_\_

## EXHIBIT C

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#### PUBLIC SERVICE EMPLOYMENT PROGRAM MONTHLY INVOICE

CURRENT DATE:		MONTHLY INVOICE						SPONSOR CITY OF PORTLAND HIMAN RESOURCES BUREAU TRAINING & EMPLOYMENT DIVISIO 522 S. W. 5th, Rm. 612 Portland, Oregon 97204 248-4710				
AGENCY NAME AND M	AILING ADDRESS	:		OD COVE					248-4710			
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		_	то:					1	FOR OFFICE L			
		•							P/O			
	ZIP CODE		CONTRACT NUMBER:						F/B RATE ACTUAL TO CO	NIRACIUA		
TELEPHONE NUMBER									CONTRACTUAL	Y OBLICA	TED AMOU	
PREPARED BY		-						· .	CONTROL 1			
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PARTICIP <b>ANT</b> NAME	BASE PAY	For Office Use Only	FICA	SAIF	HOSP.	LIFE INS.	RETIRE -	DEMTAL	OTHER (SPECIFY)	TOTAL F/B	TOTAL PAY	
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#### PUBLIC SERVICE EMPLOYMENT TIME SHEET

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150244

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Agency A	ddress	5						• .			Pho	one Numl	per	·	·	
Particip	ant's	Name				. <u> </u>	· · · · · · · · · · · · · · · · · · ·				Pai	ticipar	nt's Soc	cial Sec	curity I	lumber
								•								
For Month and Year:								Base	Pay for	• the Mo	onth:					· · · · · ·
															ł	
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															5	

I CERTIFY TO THE ACCURACY OF THIS TIME SHEET:

Participant's Signature

Supervisor's Signature\_

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I HEREBY AFFIRM THAT THE FOREGOING STATEMENT IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TOTAL MILES

TOTAL PARKING \_\_\_\_\_

1.50244

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) (20).

EMPLOYEE'S SIGNATURE

A THAT BY SET REDE-050 CITY Code

EXHIBIT "A" 6 0244

Grantor (Prime Sponsor)

Contractor

Contract No.

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Comprehensive Options for Drug Abusers (CODA)

This agreement for services is entered into by the Prime Sponsor, hereinafter referred to as the City and Comprehensive Options for Drug Abusers (CODA)

, hereinafter referred 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 2 months or extend beyond September 30, 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 1,214 to be paid from Federal funds received.

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Dated	this	day of	a in a second	, 19	1

Approved:

CONTRACTOR:

Executive Director, Human Resources Bureau

Title:

By:

Approved:

Dinector,

Training & Employment Division

CITY OF PORTLAND

BY:

City Auditor

Approved as to Form

By:

Commissioner of Public Utilities

City Attorney

#### PARTIES:

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

COMPREHENSIVE OPTIONS FOR DRUG ABUSERS (Contractor), 306 N.E. 20th, Portland, Oregon 97232

#### **RECITALS:**

- A. Upon consideration of a request for proposal, <u>Comprehensive Options</u> for Drug Abusers \_\_\_\_\_\_, the Contractor, is considered an appropriate agent to fulfill the terms of this contract.
- B. The City has funds to support this agreement derived from the U.S. Department of Labor (DOL) under Title II-D of CETA.
- C. It is therefore appropriate for the City to enter into a contract with <u>Comprehensive Options for Drug Abusers</u>, 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).
- 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.
- 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:

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- 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) gay 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. <u>Program reports not received by the time speci-</u> fied 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.
- 11. Compensatory time accrued by any employee performing services under this contract shall be taken within thirty (30) days of accrual to be charged as a contract cost. Time not taken within this period shall become the sole risk and expense of the Contractor.

#### 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.
- d. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 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.

150244

#### COMPENSATION - METHOD OF PAYMENT:

- 1. Total compensation shall not exceed \$1,214.
- 2. An advance shall be made to cover the cost of the Contractor's initial expenses for operation, not to exceed the sum of N/A 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:

- 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.

# EXHIBIT A

# Comprehensive Options for Drug Abusers (CODA)

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## APPROPRIATION UNIT

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Code	Object Title					
110	Full-Time Employees					
120						
	Part-Time Employees					
130	Federal Program Enrollees	1,078	•			
140	Overtime					
160	Premium Pay					
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100	Total Personal Services	1,214				
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240	Repair & Maintenance					
260	Miscellaneous Services					
310	Office Supplies					
320	Operating Supplies					
330	Repair & Maint, Supplies				<b></b>	
340	Minor Equipment & Tools					
350	Clothing & Uniforms					
380	Other Commodities-External					
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410	Education					
420	Local Travel					
430	Out-of-Town Travel					1
440	Space Rental	· · ·				
45()	Interest					
460	Refunds					
471)	Retirement System Payments				-	
490	Miscellaneous					
510	Fleet Services					
520	Printing Services				<u> </u>	
530	Distribution Services					
540	Electronic Services					
560	Data Processing Services					
560	Insurance					
570	Telephone Services					
580	Intra-Fund Services					
590	Other Services-Internal				1	
		+				
200- 500	Total Materials & Services					
610	Land					
620	Buildings					
630						
64()	Furniture & Equipment					
60()	Total Capital Outlay					
70()	Other					
	TOTAL	1,214				

#### BUDGET JUSTIFICATION

#### PERSONNEL

DATE August 7, 1980

150244

PROJECT NO.

p. 1.

PROJECT TITLE

(A) Number of Persons	(B) Position or Title	(C) Monthly Salary Rate (Full-time)	(D) Percent of time on Project	(E) No. of Months on Project	(F) Cost (AxCxDxE)
1	Intake Counselor Trainee	667/mo./3.85hr	100	280hr/2mon.	1,078
				·····	
					1 070
		12.0	SUSTOTA	E BENEFITS	1,078
		1997 - 19	TOTAL,	PERSONNEL	1,214

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

EXHIBIT B

150244

#### ASSURANCE OF COMPLIANCE WITH CITY OF PORTLAND AFFIRMATIVE ACTION PLAN

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

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

- 1. An improvement of employment opportunities for minority group persons and women in all employee classifications.
- 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.

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Вy

Title

(Contractor's Mailing Address)



#### EXHIBIT C

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I Maria Statistics

#### PUBLIC SERVICE EMPLOYMENT PROGRAM

CURRENT DATE:			MONTHLY INVOICE								SPONSOR CITY OF PORTLAND HIMAN RESOURCES BUREAU TRAINING & EMPLOYMENT DIVISION			
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PARTICIP <b>ANT</b> NAME	BASE PAY	For Office Use Only	FICA	SAIF	HOSP.	LIFE INS.	RETIRE - MENT	DENTAL	OTHER (SPECIFY)	TOTAL F/B	TOTAL PAY			
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PUBLIC SERVICE EMPLOYMENT TIME SHEET

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I CERTIFY TO THE ACCURACY OF THIS TIME SHEET:

Participant's Signature

Supervisor's Signature

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EMPLOYEE'S SIGNATURE

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) ddy .

5-02-050 Ci+4 fode L THON

TOTAL PARKING

EXHIBIT "A" 4 150244

Grantor (Prime Sponsor)

#### Contractor

Contract No.

City of Portland

Portland Action Committees Together, Inc. (PACT)

This agreement for services is entered into by the Prime Sponsor, hereinafter referred to as the City and Portland Action Committees Together, Inc. (PACT)

, hereinafter referred 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 2 months or extend beyond September 30, 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 \$3,616 to be paid from Federal funds received.

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

Approved:

CONTRACTOR:

By:

Executive Director.

Human Resources Bureau

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		•			

Approved:

Director Training & Employment Division

CITY OF PORTLAND

BY:\_\_\_\_\_\_ City Auditor

Approved as to Form

By: Commissioner of Public Utilities

City Attorney

#### PARTIES:

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

PORTLAND ACTION COMMITTEES TOGETHER, INC. (PACT), 3534 S.E. Main, Portland Oregon, 97214

#### RECITALS:

- A. Upon consideration of a request for proposal, Portland Action Committees Together, Inc. (PACT), the Contractor, is considered an appropriate agent to fulfill the terms of this contract.
- B. The City has funds to support this agreement derived from the U. S. Department of Labor (DOL) under Title II-D of CETA.
- C. It is therefore appropriate for the City to enter into a contract with Portland Action Committees Together, Inc. (PACT) the Contractor, to provide the services herein described.

#### AGREED/CONTRACTOR:

- 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 saff at least 24 hours prior to an anticipated termination of a part cipant.
- 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.
- 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 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).
- 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. <u>Program reports not received by the time speci-</u> fied 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.
- 11. Compensatory time accrued by any employee performing services under this contract shall be taken within thirty (30) days of accrual to be charged as a contract cost. Time not taken within this period shall become the sole risk and expense of the Contractor.

#### 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.
- d. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 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

150244

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 \$ 3,616.
- 2. An advance shall be made to cover the cost of the Contractor's initial expenses for operation, not to exceed the sum of <u>N/A</u> 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 motice 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.

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EXHIBIT A

#### Portland Action Committees Together, Inc. (PACT)

# APPROPRIATION UNIT

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120	Part-Time Employees					
130	Federal Program Enrollees	2,940			ويتقلقه ويعاملون والمناقلين ويستويه ووحد والمتابلا والمراجع ومسمر	
140	Overtime	2,340	·····			
150	Premium Pay					
170	Benefits	676				
190	Less-Labor Turnover	676		·		
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100	Totsi Personal Services	3,616				
210	Professional Services					
220	Utilities					
230	Equipment Rentel					
240	Repair & Maintenance					
260	Miscellaneous Services					
310	Office Supplies				+	
320	Operating Supplies					
320	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 Rantal					
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471)	Retirement System Payments					
490	Miscellaneous					
510	Fleet Services					······································
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530	Distribution Services					
540	Electronic Services					
550	Data Processing Services					
560	Insurance					
570	Telephone Services					
580	Intra-Fund Services					
590	Other Services-Internal					
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70:)	Other					
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#### BUDGET JUSTIFICATION

#### PERSONNEL

DATE August 7, 1980

PROJECT NO.

PROJECT TITLE

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(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 (A×C×D×E)
3	Weatherization Worker	607mo./3.50hr.	100	280hr/2 mon.	2,940
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	<u>+</u>				
		(approx.)	SUBTOTA	L, PERSONNEL E BENEFITS	<u>2,940</u> 676
			TOTAL,	PERSONNEL	3,616

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

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#### ASSURANCE OF COMPLIANCE WITH CITY OF PORTLAND AFFIRMATIVE ACTION PLAN

Portland Action Committees Together, Inc. (PACT)

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

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

- 1. An improvement of employment opportunities for minority group persons and women in all employee classifications.
- 2. An improvement of career opportunities for minority groups and women employees.
- 3. An increased awareness of "institutional" biases through education and training to achieve its eradication.
- 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
(Contractor's Mailing Address)	

# EXHIBIT C

#### PUBLIC SERVICE EMPLOYMENT PROGRAM

#### MONTHLY INVOICE

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SPONSOR CITY OF PORTLAND

#### PUBLIC SERVICE EMPLOYMENT TIME SHEET

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Hours Worked							·									

I CERTIFY TO THE ACCURACY OF THIS TIME SHEET:

Participant's Signature

Supervisor's Signature\_\_\_\_\_

#### APPROPRIATION UNIT NC.

#### CITY OF PORTLAND, OREGON AUTOMOBILE MILEAGE REPORT

ONLY FOR THOSE CONTRACTS

FOR COMPENSATION FOR USE OF PRIVATE AUTO

INCLUDING TRAVEL AS A FRINGE BENEFIT

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I HEREBY AFFIRM THAT THE FOREGOING STATEMENT IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TO'AL MILES

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#### EMPLOYEE'S SIGNATURE

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) (22).

Nation Ser. 5-08-050 Crey Code

TOTAL PARKING

EXHIBIT "A" 3

Grantor (Prime Sponsor)

Contractor

Contract No.

50120

City of Portland

Urban Indian Council

This agreement for services is entered into by the Prime Sponsor, hereinafter referred to as the City and Urban Indian Council

, hereinafter referred 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 2 months or extend beyond September 30, 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  $\frac{1.312}{1.312}$  to be paid from Federal funds received.

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

Approved:

CONTRACTOR:

•	By:
Executive Director, Human Resources Bureau	Title:
Approved:	CITY OF PORTLAND
Difrector, Training & Employment Division	BY: City Auditor
Approved as to Form	By: Commissioner of Public Utilities

#### 150244

#### AGREEMENT FOR SERVICES

#### PARTIES:

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

URBAN INDIAN COUNCIL (Contractor), P.O. Box 3198 Portland, Oregon 97205

#### **RECITALS:**

- A. Upon consideration of a request for proposal, Urban Indian Council , the Contractor, is considered an appropriate agent to fulfill the terms of this contract.
- B. The City has funds to support this agreement derived from the U.S. Department of Labor (DOL) under Title II-D of CETA.
- C. It is therefore appropriate for the City to enter into a contract with Urban Indian Council 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).
- 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.
- 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.
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- 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.
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#### GREED/CITY:

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- 2. City shall supply all required reporting forms to the Contractor.
- City shall provide technical assistance in developing data gathering systems.
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- 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 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 speci-fied 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 p. ovided hereunder to assure that the goals and objectives of the contract are being met. The Contractor shall make staff and records available for this purpose. Technical assistance shall be provided to the Contractor upon request. Program progress shall be reported to the City Council upon request but in no case less than once a year.
- 9. The Contractor shall submit to the City one (1) copy of all formal documents produced under this contract.
- 10. The term "approval by the City" means written approval by the Commissioner in Charge of the Human Resources Bureau. Unless otherwise specified, documents to be submitted to the City by the Contractor shall be regarded as received when delivered to the Human Resources Bureau.
- 11. Compensatory time accrued by any employee performing services under this contract shall be taken within thirty (30) days of accrual to be charged as a contract cost. Time not taken within this period shall become the sole risk and expense of the Contractor.

#### 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.
- d. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 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

150244

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 \$1,312 :
- 2. An advance shall be made to cover the cost of the Contractor's initial expenses for operation, not to exceed the sum of N/A 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 in-curred 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.

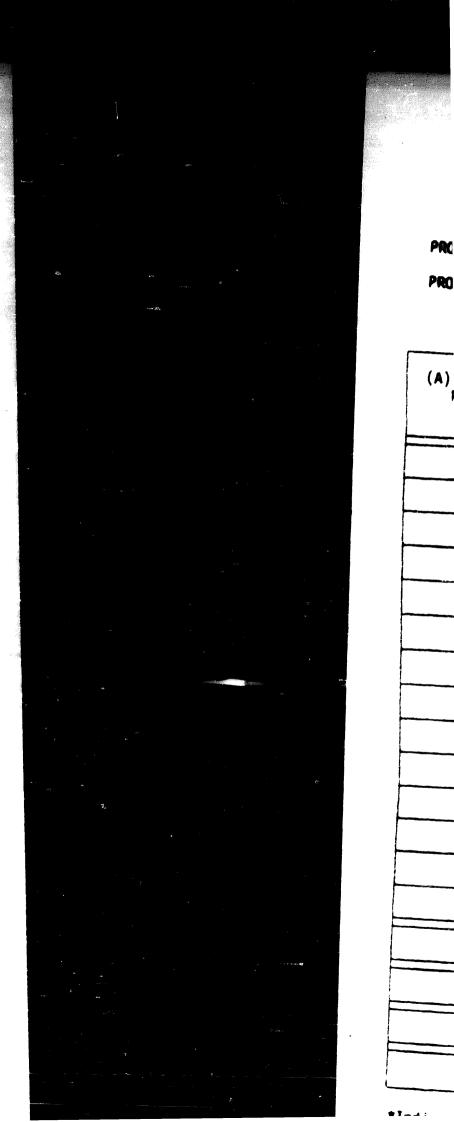


#### EXHIBIT A

Urban Indian Council

# APPROPRIATION UNIT LINE ITEM WORKSHEET

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Coda	Object Title					
110	Fuil-Time Employees					
120	Part-Time Employees					
130	Federal Program Enrollegs	1,067		1		
140	Overtime					
150	Premium Pay		1			
170	Banafits	245				
190	Less-Labor Turnover					
100	Total Personal Services	1,312				
210	Professional Services		-+			
220	Utilisters					
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-Externel					
410	Education					
420	Local Travel					
430	Ous-of-Town Travel					
440	Space Rental					
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70)	Other					
	TOTAL	1,312				



## APPROPRIATION UNIT

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70)	Other					
	TOTAL	1,312				

#### BUDGET JUSTIFICATION

#### PERSONNEL

DATE August 7, 1980

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PROJECT NO.

PROJECT TITLE

(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)
]	Job Developer	660/mo./3.81hr	100	280hr./2mon.	1,067
			,		
		<u></u>			
			SUBTOTA	L, PERSONNEL	1.067
		(approx,)	22.9% <b>* % FRING</b>		245
			TOTAL ,	FERSONNEL	1,312

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

150244

#### ASSURANCE OF COMPLIANCE WITH CITY OF PORTLAND AFFIRMATIVE ACTION PLAN

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

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

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

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

Dated

Ву

(Contractor's Mailing Address)

Title\_\_\_\_\_



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#### PUBLIC SERVICE EMPLOYMENT PROGRAM

#### MONTHLY INVOICE

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#### PUBLIC SERVICE EMPLOYMENT TIME SHEET

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I CERTIFY TO THE ACCURACY OF THIS TIME SHEET:

Participant's Signature\_\_\_\_\_

Supervisor's Signature

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CITY OF PORTLAND, OREGON

EMPLOYEE'S SIGNATURE

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) (20).

6 -17

TOTAL PARKING

Cot: Code

#### ORDINANCE No. 150244

An Ordinance authorizing six (6) contracts under the Human Resources Bureau, Training and Employment Division; creating sixteen (16) Public Service Employment positions under CETA Title II-D for contract periods beginning August 13, 1980, not to exceed September 30, 1980; providing \$21,407 for wages and fringe benefits; and declaring an emergency.

15020

The City of Portland ordains:

Section 1. The Council finds:

- 1. The City of Portland has been designated by the United States 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. Pursuant to the April 25, 1980 enrollment freeze applied to Title VI programs by the Department of Labor, vacant Title VI positions were to remain unfilled through the end of the Federal fiscal year.
- 3. Private non-profit contracting agencies have expressed a concern that work programs may not be completed due to unfilled PSE Title VI slots and are therefore requesting replacement Title II-D slots.
- 4. The Training and Employment Division agrees that Title II-D slots should be utilized in replacement of Title VI slots that can not be refilled by Department of Labor order.
- 5. The contracts in this Ordinance have been reviewed and approved by the Training and Employment Division Manager and the Human Resources Bureau Executive Director.
- 6. The contracting agencies, costs and positions are set out in Exhibit "A".
- 7. The costs of these contracts and the positions created herein are supported with funds from the Department of Labor Title II-D allocation to the City and are included in the FY 80-81 Training and Employment Division budget.
- 8. It is therefore appropriate that the Commissioner in Charge and the City Auditor execute, on behalf of the City, six (6) contracts under CETA Title II-D, Human Resources Bureau, Training and Employment Division, as set out in the exhibits hereof.

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AGENCY	NO. OF POS.	SALARY	FRINGE	TOTAL
Burnside Community Council	2	1,938	136	\$2,074
COSSPO	3	2 @ 2,750	20 495	
		1 @ 969	1 @ 174	\$4,388
Urban Indian Council	1	1,067	245	\$1,312
РАСТ	3	2,940	676	\$3,616
РСС	6	4 @ 4,222	4 @ 972	
		2 @ 2,934	20 675	\$8,303
CODA	]	1,078	136	\$1,214
	16	\$17,898	\$3,509	\$21,407

#### **ORDINANCE** No.

NOW, THEREFORE, the Council directs:

- a. The Commissioner in Charge and City Auditor are hereby authorized to execute on behalf of the City, six (6) contracts under CETA Title II-D, Human Resources Bureau, Training and Employment Division, beginning August 13, 1980, not to exceed September 30, 1980, as set out in the exhibits hereof.
- b. The Finance Officer is hereby authorized to charge the costs associated with these contracts to RU 682, 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 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, AUG 2 0 1980 Commissioner Ivancie JB/s1 8/12/80

Attest:

Techoral

Auditor of the City of Portland

Page No. 2 of 2