

Grantor (Prime Sponsor)ContractorContract No.City of PortlandMultnomah County Circuit Court

This agreement for services is entered into by the Prime Sponsor, hereinafter referred to as the City and Multnomah County Circuit Court

, 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.

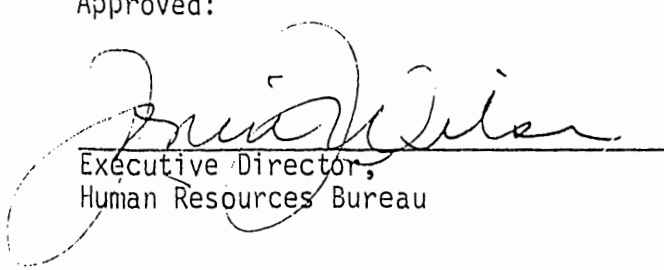
The functions of this contract shall be for 6 months from date of first hire and upon compliance with the general conditions of this contract, not to exceed September 30, 1980 unless extended by City Council action.

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 \$ 6,258 to be paid from Federal funds received.

Dated this ____ day of _____, 19____.

Approved:

CONTRACTOR:

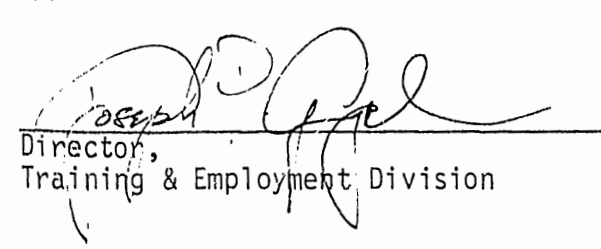

Executive Director,
Human Resources Bureau

By: _____

Title: _____

Approved:

CITY OF PORTLAND


Director,
Training & Employment Division

BY: _____

City Auditor

Approved as to Form

By: _____
Commissioner of Public Utilities_____
City Attorney

AGREEMENT FOR SERVICESPARTIES:

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

Multnomah County Circuit Court

1021 SW 4th, Portland, Oregon 97204

RECITALS:

- A. Upon consideration of a request for proposal, Multnomah County Circuit Court, 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 Multnomah County Circuit Court, the Contractor, to provide the services herein described.

AGREED/CONTRACTOR:

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

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

AGREED/CITY:

1. City shall provide technical assistance in completing required reporting requirements.
2. City shall supply all required reporting forms to the Contractor.
3. City shall provide technical assistance in developing data gathering systems.
4. City shall monitor participant activities based on goals, objectives, productivity indicators and activities found in the project proposal.
5. City shall provide, on a limited basis, funds for approved participant job related training. Requests for such training must be received by the City at least thirty (30) days prior to the beginning of the training and reimbursement for approved training will be made directly to the provider.

GENERAL CONDITIONS:

1. Prior to commencement hereof, the Contractor shall deliver to the City Auditor evidence:
 - a. that all persons handling funds received or disbursed under this contract are covered by a Fidelity Bond in the amount of \$10,000 or 100% of the estimated forty-five (45) day cash flow, whichever is less. If the bonding is unavailable to Contractor, a third party trustee may be appointed;
 - b. of a Standard Liability Insurance Policy in the single limit of \$300,000 and provide the City Auditor with an endorsement thereto naming the City as an additional insured and protecting the City, its agents and employees from claims for damages arising out of the performance of this contract;

- c. that the above policies of insurance are in force and will not be cancelled without thirty (30) days prior notice to the City.
2. Contractor shall submit to the City a written Affirmative Action Plan within thirty (30) days after first hire.
3. In performance hereof, the Contractor shall comply with the provisions of the Civil Rights Compliance Statement (refer to Exhibit B).
4. In performance hereof, the Contractor shall comply with the provisions of the Oregon Revised Statutes, Chapter 279, relating to public contracts generally.
5. In performance hereof, the Contractor shall comply with the provisions of the Oregon Safe Employment Act, Chapter 654, relating to places of employment, safety and health.
6. Contractor shall submit the required program reports (refer to Exhibit C) by the fifth working day of each month. Reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by the City. Program reports not received by the time specified may result in delayed reimbursements.
7. Contractor shall maintain all fiscal and program performance records pertaining to this subgrant for a minimum of three (3) years after the close of the contract. In the event of dissolution of the corporation within the specified time, said records shall be turned over to the City Auditor.
8. The City shall provide management support and shall monitor and evaluate the services provided hereunder to assure that the goals and objectives of the contract are being met. The Contractor shall make staff and records available for this purpose. Technical assistance shall be provided to the Contractor upon request. Program progress shall be reported to the City Council upon request but in no case less than once a year.
9. The Contractor shall submit to the City one (1) copy of all formal documents produced under this contract.
10. The term "approval by the City" means written approval by the Commissioner in Charge of the Human Resources Bureau. Unless otherwise specified, documents to be submitted to the City by the Contractor shall be regarded as received when delivered to the Human Resources Bureau.
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 CERTIFICATIONSGeneral Assurances

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

COMPENSATION - METHOD OF PAYMENT:

1. Total compensation shall not exceed \$ 6,258.
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 perform spot audits, at their discretion, any time during the contract period to provide additional controls.
5. All funds received from the City shall be used by the Contractor as set forth in the budget (refer to Exhibit A). Funds not so used shall be promptly returned to the City at the end of the contract period. Any cost incurred by the Contractor over and above the agreed sums as set out in the Budget shall be at the sole risk and expense of the Contractor.
6. The operating budget may be amended provided the full cost does not exceed the amount stated in the contract. Budget amendments shall not become effective until the Commissioner in Charge has given written approval and filed the approved document with the City Auditor. Line item overruns of 5% or \$1,000, whichever is less, are allowable without a budget amendment. All program income (i.e., sale of books written by project; admissions charged by performers; etc.) must be used to purchase consumable program supplies, with City approval. It may not be used for non-consumable expenditures (items over \$100) or for any other purpose. Income not used for consumable program supplies must be refunded to the City.

TERMINATION:

1. This contract may be terminated by either party at any time by giving a thirty (30) day advance written notice by certified mail for willful failure or refusal of the other to perform faithfully the contract according to its terms.
2. The contract may also be terminated at any time by the City by giving written notice if its Federal, State or local grants are suspended or terminated during the contract period. In the event of termination, the contractor shall be entitled to reimbursement for allowable costs incurred up to the date of termination indicated in the written notice.

ASSIGNMENT:

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

ASSURANCE OF COMPLIANCE WITH
CITY OF PORTLAND AFFIRMATIVE ACTION PLAN

Multnomah County Circuit Court (hereinafter called the "Contractor")

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

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

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

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

Dated _____

By _____

Title _____

(Contractor's Mailing Address)

9

EXHIBIT C

PUBLIC SERVICE EMPLOYMENT PROGRAM
MONTHLY INVOICE

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

CURRENT DATE: _____

AGENCY NAME AND MAILING ADDRESS: _____

PERIOD COVERED

FROM: _____

TO: _____

CONTRACT NUMBER: _____

ZIP CODE _____

TELEPHONE NUMBER _____

PREPARED BY _____

FOR OFFICE USE ONLY	
P/O \$	
EUC \$	
F/B RATE	
ACTUAL TO CONTRACTUAL RATE	
CONTRACTUALLY OBLIGATED AMOUNT	
CONTROL #	

	PARTICIPANT NAME	BASE PAY	For Office Use Only	FICA	SAIF	HOSP.	LIFE INS.	RETIRE MENT	DENTAL	OTHER (SPECIFY)	TOTAL F/B	TOTAL PAY
1)												
2)												
3)												
4)												
5)												
6)												
7)												
	PAGE TOTALS											

CONTRACT SIGNATOR OR DESIGNEE _____ TITLE _____ DATE _____

11/22/76

149528

PUBLIC SERVICE EMPLOYMENT TIME SHEET

Agency Name _____

Agency Address _____

Phone Number _____

Participant's Name _____

Participant's Social Security Number _____

For Month and Year: _____

Base Pay for the Month: _____

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

I CERTIFY TO THE ACCURACY OF THIS TIME SHEET:

Participant's Signature _____

Supervisor's Signature _____

149528

FOR COMPENSATION FOR USE OF PRIVATE AUTO

INCLUDING TRAVEL AS A FRINGE BENEFIT

RESPONSIBILITY UNIT NO.

SOCIAL SECURITY NO.

ACCOUNTING PERIOD

BEGINNING _____ ENDING _____ COMPENSATION CATAGORY _____

BASIC PAYMENT _____ PLUS

_____ MILES _____ PER MILE \$ _____

PARKING COSTS \$ _____

TOTAL PAYMENT \$ _____

[illegible]

TOTAL MILES _____

TOTAL PARKING _____

EMPLOYEE'S SIGNATURE

NOTE: This report must be submitted to Finance Accounting Division by the fifth (5th) day

149528

149528

DATE April 15, 1980

PROJECT TITLE Multnomah County Circuit Court - Title IID

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

Title IID
Multnomah County Circuit Court

APPROPRIATION UNIT
LINE ITEM WORKSHEET 149528

Code	Object Title					
110	Full-Time Employees	\$4575				
120	Part-Time Employees					
130	Federal Program Enrollees					
140	Overtime					
150	Premium Pay					
170	Benefits	1683				
190	Less-Labor Turnover					
100	Total Personal Services	\$6258				
210	Professional Services					
220	Utilities					
230	Equipment Rental					
240	Repair & Maintenance					
260	Miscellaneous Services					
310	Office Supplies					
320	Operating Supplies					
330	Repair & Maint. Supplies					
340	Minor Equipment & Tools					
350	Clothing & Uniforms					
380	Other Commodities—External					
410	Education					
420	Local Travel					
430	Out-of-Town Travel					
440	Space Rental					
450	Interest					
460	Refunds					
470	Retirement System Payments					
490	Miscellaneous					
510	Fleet Services					
520	Printing Services					
530	Distribution Services					
540	Electronic Services					
550	Data Processing Services					
560	Insurance					
570	Telephone Services					
580	Intra-Fund Services					
590	Other Services—Internal					
200- 500	Total Materials & Services					
610	Land					
620	Buildings					
630	Improvements					
640	Furniture & Equipment					
600	Total Capital Outlay					
700	Other					
	TOTAL	\$6258				

ORDINANCE No. 149528

An Ordinance authorizing one (1) contract with Multnomah County Circuit Court, under the Human Resources Bureau, creating one (1) position under CETA Title IID for contract period not to exceed September 30, 1980; transferring appropriations in the amount of \$6,258 within the CETA Fund; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland has been designated by the United States Department of Labor as Prime Sponsor for administering funds under the Comprehensive Employment and Training Act to provide employment for unemployed persons.
2. The Training and Employment Division has reviewed and determined appropriate for funding one contract, creating one (1) position under CETA Title IID with the Multnomah County Circuit Court.
3. Funds have been budgeted and are available under Title IID of CETA from the Department of Labor.
4. The contracting agency, costs and position are set out in Exhibit "A".
5. It is therefore appropriate that the Auditor and the Commissioner of Public Utilities execute, on behalf of the City, one (1) contract under CETA Title IID, Human Resources Bureau, as set out in the exhibits hereof.

NOW, THEREFORE, the Council directs:

- a. The Auditor and Commissioner of Public Utilities execute, on behalf of the City, one contract with Multnomah County Circuit Court, under CETA Title IID, Human Resources Bureau, for a period not to exceed September 30, 1980, as set out in the exhibits hereof.
- b. The Finance Officer is hereby authorized to amend the 1979-80 City Budget with transfer of appropriations as follows:

EXHIBIT "A"


<u>CONTRACTOR</u>	<u>No. of Pos.</u>	<u>Wages</u>	<u>Fringe</u>	<u>Total</u>
Multnomah County Circuit Court	1	4,575	1,683	\$6,258

ORDINANCE No.

<u>CETA FUND</u>	<u>TRANSFER</u>	
<u>Requirements</u>	<u>From</u>	<u>To</u>
Title IID Unobligated Holdings BUC No. 66900029.260	\$6,258	
Title IID Contracts Buc No. 67000021.280 .281		\$4,575 <u>1,683</u>
Total Requirements	\$6,258	\$6,258

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

Passed by the Council, **APR 30 1980**
 Commissioner Francis Ivancie
 JPG:LN:j
 4/18/80


 PRESIDENT OF THE COUNCIL AND ACTING
 Mayor of the City of Portland

Attest:


 Auditor of the City of Portland

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

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Calendar No. 1478

ORDINANCE No. 149528

Title

An Ordinance authorizing one (1) contract with Multnomah County Circuit Court, under the Human Resources Bureau, creating one (1) position under CETA Title IID for contract period not to exceed September 30, 1980; transferring appropriations in the amount of \$6,258 within the CETA Fund; and declaring an emergency.

Filed APR 25 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Septon Deputy

INTRODUCED BY
COMMISSIONER IVANCIE

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

BUREAU APPROVAL
Bureau: Human Resources
Prepared By: <u>Joseph P. Gonzales</u> Date: <u>4/18/80</u>
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <u>Janice J. Wilson</u>

NOTED BY
City Attorney
City Auditor
City Engineer