

Grantor (Prime Sponsor)ContractorContract No.City of PortlandTri-County Community Council

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

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

The functions of this contract shall commence when approved by City Council and signed by all parties. The period of performance shall not exceed 3.3 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 \$ 2,936 to be paid from Federal funds received.

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

Approved:

CONTRACTOR:

Janice J. Wilson by EKH By: \_\_\_\_\_  
Executive Director,  
Human Resources Bureau

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

Approved:

CITY OF PORTLAND

Joseph P. [Signature]  
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.

TRI-COUNTY COMMUNITY COUNCIL (Contractor), 718 West Burnside Street,  
Portland, Oregon 97209

RECITALS:

- A. Upon consideration of a request for proposal, Tri-County Community 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 Tri-County Community 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).
- 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.
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  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.
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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.
  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 \$ 2,936 .
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 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



Code	Object Title					
110	Full-Time Employees					
120	Part-Time Employees					
130	Federal Program Enrollees	2,292				
140	Overtime					
150	Premium Pay					
170	Benefits	504				
190	Less-Labor Turnover					
100	Total Personal Services	2,796				
210	Professional Services					
220	Utilities					
230	Equipment Rental					
240	Repair & Maintenance					
260	Miscellaneous Services					
310	Office Supplies	49				
320	Operating Supplies					
330	Repair & Maint. Supplies					
340	Minor Equipment & Tools					
350	Clothing & Uniforms					
380	Other Commodities—External					
410	Education	71				
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	20				
580	Intra-Fund Services					
590	Other Services—Internal					
200-500	Total Materials & Services	140				
610	Land					
620	Buildings					
630	Improvements					
640	Furniture & Equipment					
600	Total Capital Outlay					
700	Other					
	TOTAL	2,936				

## 149813

DATE June 9, 1980

[illegible]

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

DATE June 9, 1980

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

PROJECT TITLE Tri-County Community Council

To extent possible, use format indicated below.

CODE	DESCRIPTION OF ITEM AND BASIS FOR VALUATION	ITEM TOTAL	CATEGORY TOTAL
310	Office Supplies:paper, pencils, postage	49	49
410	Education: staff training	71	71
570	Telephone Services	20	20

713 WEST BURNSIDE STREET, PORTLAND, OREGON 97209, TELEPHONE 223-1030

May 28, 1980

Jimmy Brown  
Human Resources Bureau  
Training and Employment Division  
310 SW 4th Room 417  
Portland, Oregon 97204

Dear Jimmy:

The Tri-County Community Council Food Bank is applying for a Title II position from the City of Portland CETA. The position, entitled Emergency Food Specialist, will work on the Oregon Food Share program. Oregon Food Share is the state-wide emergency food distribution system.

A brief synopsis of the program is as follows: We have been in the process of organizing a state-wide emergency food system where all emergency helping agencies within the state are identified and arranged into 13 regions for optimum distribution of surplus foods. The Oregon Food Share is an extension into the state of what Food Bank presently does in the Portland tri-county area: salvages surplus food from the industry and passes it on to the hungry via emergency helping agencies. We have found a need to extend our services due to the increasing unemployment and potential increase in surplus food available.

With the state-wide system, we are now embarking on a coordinated effort at reaching all the food industries within the state as well as trying to line up donated transportation to get the surplus food to other parts of the state.

Just this past week, we got a donation of 120,000 pounds of beautiful potatoes from a farmer in Klamath Falls. His shed had caught fire leaving the smell of smoke in the burlap bags holding the potatoes. Rather than re-bag the potatoes, he donated them to us! They were distributed throughout the Portland area and state-wide as far as Pendleton and Coos Bay. This is just one example of the kinds and amount of surplus food available for the hungry.

Attached you will find a copy of the Emergency food Specialist Job Description along with a budget. We need this position desperately. Right now there is only the Project Director working on the Oregon Food Share. It is an enormous task and we are working very hard to locate more sources of surplus food to feed the increasing numbers of hungry.

This position will help increase our food donations by at least 250,000 pounds at a value of \$125,000 in the next year. I hope that the City Council votes favorably for this position, as it will not only

Page 2, Jimmy Brown

increase the amount of food state-wide, but it will also work to benefit the Portland area hungry.

If you should have any questions, please feel free to contact me for more information.

Sincerely,

June Tanoue  
Food Bank Director

enclosures  
JT:jt

## JOB DESCRIPTION

Job Title: Emergency Food Specialist

Description of Duties:

The person filling this position will be responsible for the following segments of the state-wide emergency food distribution system (Oregon Food Share):

1. Develop transportation resources for donations.
2. Assist in distribution of surplus foods - pick-ups and state-wide allocation.
3. Maintain contact with emergency helping agencies throughout Oregon to keep apprised of the need for food.
4. Begin system of gathering data about numbers of persons using emergency food services.
5. Carry out other responsibilities as assigned by the Oregon Food Share Director.

Minimum Qualifications:

The position requires at least a high school diploma or equivalent; physical capacity to do moderate lifting; current Oregon Driver's License.

Salary:

\$690 per month plus fringe benefits

Supervision:

The Emergency Food Specialist is immediately responsible to the Oregon Food Share Director.

## BUDGET

1 Emergency Food Specialist	\$690/month for 12 months	\$8,280.00
	22% fringe benefits	<u>1,821.60</u>
	sub-total	\$10,101.60
5% Administrative, training and services cost*		<u>505.00</u>
	GRAND TOTAL	\$10,606.60

## \* Administrative, training and services:

Training Costs:	\$250.00
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- background on Food Bank and Oregon Food Share
- training in research and planning techniques
- training in solicitation techniques for transportation donations

Administrative and services cost:	255.00
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- consumable supplies: paper, printing, postage
- telephone

8

ASSURANCE OF COMPLIANCE WITH  
CITY OF PORTLAND AFFIRMATIVE ACTION PLAN

Tri-County 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.
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 \_\_\_\_\_

(Contractor's Mailing Address)

Title \_\_\_\_\_



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 \_\_\_\_\_

<b>FOR OFFICE USE ONLY</b>	
P/O #	_____
HUC #	_____
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 \_\_\_\_\_

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 SAT	7 SUN	8	9	10	11	12	13 SAT	14 SUN	15	16
Hours Worked	8R	8R	8R	8R	8R	---	---	4S 4R	8R	8R	8R	8V	---	---	8V	8R
Day of Month	17	18	19	20 SAT	21 SUN	22	23	24	25	26	27 SAT	28 SUN	29	30	31	TOTAL
Hours Worked	8R	8R	8R	---	---	8R	8R	8R	8R	8R	---	---	8T	8T	8R	V=16.00 H= 0 S= 4.00 T=16.00 R=148.00 TOTAL 184.00

I CERTIFY TO THE ACCURACY OF THIS TIME SHEET:

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

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

Please use the following PSE Standard Codes to record the proper amount of hours spent on each activity:

V = Paid Vacation  
H = Paid Holiday  
SP = Paid Sick Leave  
T = Paid Training Hours

PUBLIC SERVICE EMPLOYMENT TIME SHEET

Agency Name \_\_\_\_\_

Agency Address \_\_\_\_\_

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Participant's Name \_\_\_\_\_

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For Month and Year: \_\_\_\_\_

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Hours Worked																
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Hours Worked																

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PARTICIPANT NAME:

149813

Grantor (Prime Sponsor)ContractorContract No.City of PortlandDistrict Court of the State of Oregon  
Multnomah County

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Approved:

CONTRACTOR:

Janice J. Wilson by EET

Executive Director,  
Human Resources Bureau

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

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

Approved:

CITY OF PORTLAND

[Signature]  
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,  
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District Court of the State of Oregon, Multnomah County ( Contractor),  
1021 S.W. Fourth Portland, Oregon 97204

RECITALS:

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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.
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 \$ 3,628 .
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 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

Code	Object Title					
110	Full-Time Employees					
120	Part-Time Employees					
130	Federal Program Enrollees	2,817				
140	Overtime					
150	Premium Pay					
170	Benefits	811				
190	Less-Labor Turnover					
100	Total Personal Services	3,628				
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	3,628				





RECEIVED  
TRAINING & EMPLOYMENT DIVISION

JUN 3 1980

DISTRICT COURT OF THE STATE OF OREGON  
for MULTNOMAH COUNTY  
1021 SOUTHWEST FOURTH AVENUE  
PORTLAND, OREGON 97204

PROGRAM DEVELOPMENT

May 30, 1980

Mr. Jimmy Brown  
Program Development Office  
CETA 4th Floor  
310 S.W. 4th  
Portland, Oregon 97203

Dear Mr. Brown:

Enclosed please find information in support of the District Court's request for a Title II PSE training position.

Your assistance in expediting this request is greatly appreciated.

Please feel free to call me if you need additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "C. Edward Miller".

C. Edward Miller  
Personnel Director

CEM:sf





**DISTRICT COURT OF THE STATE OF OREGON**  
for MULTNOMAH COUNTY  
1021 SOUTHWEST FOURTH AVENUE  
PORTLAND, OREGON 97204

15031 248-3957

DOROTHY J. COY  
COURT ADMINISTRATOR

**EMPLOYMENT OPPORTUNITY**

**CLASSIFICATION:** ADMINISTRATIVE AIDE

**WORKING TITLE:** PERSONNEL ASSISTANT

**ASSIGNMENT:** ADMINISTRATIVE SERVICES

**HOURLY RATE:** \$4.89/Hour

**GENERAL STATEMENT OF DUTIES:**

This is entry level administrative support work providing general staff assistance to the Personnel Director of the District Court.

**EXAMPLES OF SPECIFIC DUTIES:**

- Gathers and collects information and statistical data; prepares reports.
- Assists in personnel functions, eg. posting of job announcements, assembling paperwork, typing forms, maintaining files.
- Assists in the formulation of policies and procedures by compiling information and describing problem areas.
- Serves as liaison to CETA Youth program.
- Provides information to the public concerning employment opportunities at the District Court.

**SUPERVISION RECEIVED:**

Works under the supervision of the Personnel Director, who assigns and reviews work.

**MINIMUM QUALIFICATIONS:**

Work experience and/or training which demonstrates:

- Knowledge of personnel administration practices and procedures.
- Knowledge of general office practices and procedures.
- Knowledge of basic arithmetic processes.
- Ability to communicate effectively orally and in writing.
- Ability to compile data from various sources.
- Ability to prepare reports, oral, written and graphic.
- Ability to establish and maintain effective working relationships with other employees, related agencies and the public.
- Ability to follow instructions and understand complex procedures.
- Sensitivity to the employment needs of minorities and youth.
- Maturity of judgement and tact.

THE DISTRICT COURT FOR MULTNOMAH COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER.

8

ASSURANCE OF COMPLIANCE WITH  
CITY OF PORTLAND AFFIRMATIVE ACTION PLAN

District Court of the State of Oregon  
Multnomah County

(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 \_\_\_\_\_

(Contractor's Mailing Address)

Title \_\_\_\_\_

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 \_\_\_\_\_

<b>FOR OFFICE USE ONLY</b>	
P/O #	_____
BUC #	_____
F/B RATE	_____
ACTUAL TO CONTRACTUAL RATE	_____
<b>CONTRACTUALLY OBLIGATED AMOUNT</b>	
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

149813



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 SAT	7 SUN	8	9	10	11	12	13 SAT	14 SUN	15	16
Hours Worked	8R	8R	8R	8R	8R	---	---	4S 4R	8R	8R	8R	8V	---	---	8V	8R
Day of Month	17	18	19	20 SAT	21 SUN	22	23	24	25	26	27 SAT	28 SUN	29	30	31	TOTAL
Hours Worked	8R	8R	8R	---	---	8R	8R	8R	8R	8R	---	---	8T	8T	8R	V=16.00 H= 0 S= 4.00 T=16.00 R=148.00 TOTAL 184.00

I CERTIFY TO THE ACCURACY OF THIS TIME SHEET:

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

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

Please use the following PSE Standard Codes to record the proper amount of hours spent on each activity:

V = Paid Vacation  
H = Paid Holiday  
SP = Paid Sick Leave  
T = Paid Training Hours

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 \_\_\_\_\_

Please use the following PSE Standard Codes to record the proper amount of hours spent on each activity:

V = Paid Vacation

H = Paid Holiday

SP = Paid Sick Leave

T = Paid Training Hours

A portion of the work plan for District Court Personnel services follows. Those activities in which the CETA participant would be trained through participation are underlined.



CETA PSE POSITION REQUEST

Position: Personnel Assistant  
(job description attached)

Rate of Pay: \$4.89/hour  
Hours per week: 40  
Duration: 16 weeks, 3 days  
Beginning Date: June 9, 1980  
Ending Date: September 30, 1980

Cost: Wages	\$3,246.96
Payroll tax & fringe benefits (approx)	811.00
	<hr/> \$4,057.96

## Project Objectives

## For the District Court

Obtain staff assistance in the development of professional personnel administration program components.

- Revise personnel policies.
- Revise Equal Employment Opportunity and Affirmative Action Plans.
- Update personnel records system.
- Develop procedures manuals.

## For CETA Participant

Develop professional skills in personnel administration through active participation in a major reorganization of Court personnel systems.

- Data collection.
- Report preparation.
- Records management.
- Organizational development and intervention.
- Statutes, rules and regulations.
- Documentation.
- Performance Evaluation.

## Transition goals:

Participant will develop skills to enter a permanent Court position above entry level.

or

Participant will have developed sufficient skills to obtain a position in personnel administration in either the public or private sector.

PERSONNEL FUNCTION	APRIL - JUNE 1980	JULY - SEPT 1980	OCT - DEC 1980	JAN - MARCH 1981	APRIL - JUNE 1981
Internal Personnel Management and Administration (files, forms, procedures)	<u>Revise file systems.</u> <u>Revise forms as needed.</u> <u>Consolidate as appropriate.</u> <u>Stream-line procedures.</u> <u>Review court personnel policies for needed changes.</u>	<u>Draft revised personnel policies;</u> solicit comments.	Implement new personnel policies; print and distribute.	Develop personnel procedures manual; solicit comments and revise as necessary. Plan for FY 81-82 budget.	Print and distribute personnel procedures manual; train in use as necessary. Assist in preparation of budget.
Employment Planning (forecasting needs, job analysis, descriptions, specifications, skill inventories)	<u>Review and modify job descriptions</u> as needed. Reclassify positions as needed. Collect data for long term needs of Court.	<u>Implement revised job descriptions.</u> <u>Collect data for position procedures manuals.</u> Collect data for long term needs of Court.	Continue data collection for position procedures manuals. Plan for development of skills inventory. Draft personnel needs forecast; solicit comments.	Draft position procedures manuals; solicit comments. Begin skills inventory. Finalize personnel needs forecast.	Revise and complete position procedures manuals; print and distribute. Print and distribute personnel needs forecast.
Recruitment (sources of applicants, internships, EEO, Affirmative Action)	Expand recruitment processes. Explore internship possibilities. <u>Review EEO/AA plans/goals.</u> <u>Identify baseline data.</u>	Refine expanded recruitment processes; develop personal contacts. Plan for internships. <u>Revise EEO/AA plan/goals.</u> <u>Establish baseline data.</u>	Maintain personal contacts for recruitment. Implement revised EEO/AA plans/goals; develop documentation procedures.	Evaluate internships. Implement documentation procedures for EEO/AA.	Write and distribute report on EEO/AA activities. Revise EEO/AA plans/goals for FY 81-82.
Selection (screening, biodata, tests, interviews, reference checks, validation)	Refine selection procedures. Begin development of job related tests for each position. <u>Collect data for test validation baseline.</u>	Continue to refine selection procedures. Develop test for each position. <u>Continue to collect data for test validation</u>	Administer trial tests; evaluate and revise as indicated. Continue to collect data for test validation.	Finalize tests for selection; implement use. Begin study of test validity.	Write and distribute findings of test validation study; develop recommendations for modifications.
Orientation (assignment, placement, OJT)	<u>Collect materials for Court orientation program.</u>	<u>Begin drafting orientation program.</u>	Complete orientation program; solicit comments and revise as necessary.	Implement Court orientation program; print document and distribute.	Develop evaluation procedures to assess orientation program.

EXHIBIT "A"

<u>AGENCY</u>	<u>POSITIONS</u>	<u>WAGE</u>	<u>FRINGE</u>	<u>MAT./SERV.</u>	<u>TOTAL</u>
Multnomah County District Court	1	\$2,817	811	-0-	\$3,628
Tri-County Community Council	<u>1</u>	<u>\$2,292</u>	<u>504</u>	<u>140</u>	<u>2,936</u>
	<u>2</u>	<u>\$5,109</u>	<u>\$1,315</u>	<u>140</u>	<u>\$6,564</u>

ORDINANCE No. **149813**

An Ordinance authorizing two (2) contracts under the Human Resources Bureau, Training and Employment Division, creating two (2) Public Service Employment positions under CETA Title II-D for contract periods beginning June 23, 1980, not to exceed September 30, 1980; transferring appropriations in the amount of \$6,564, 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 (CETA) to provide employment and training services for unemployed persons.
2. The Human Resources Bureau, Training and Employment Division has received two (2) unsolicited requests for funding and determined these requests to be reasonable and appropriate for funding, creating two (2) Public Service Employment positions under CETA Title II-D.
3. Funds have been budgeted and are available for the remainder of the FY 79-80 program under the CETA Title II-D allocation from the Department of Labor.
4. The contracts in this Ordinance have been reviewed and approved through the Training and Employment Division's Program Development Unit, the Training and Employment Division Manager and the Executive Director of the Human Resources Bureau.
5. The contracting agencies, costs and positions are set out in Exhibit "A".
6. The Commissioner of Public Utilities and the City Auditor should therefore execute, on behalf of the City, two (2) contracts under CETA Title II-D, Human Resources Bureau, Training and Employment Division, as set out in the exhibits hereof.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Utilities and City Auditor to execute on behalf of the City, two (2) contracts under CETA Title II-D, Human Resources Bureau, Training and Employment Division, beginning June 23, 1980, not to exceed September 30, 1980, as set out in the exhibits hereof.

## ORDINANCE No.

- b. The Finance Officer is hereby authorized to amend the 1979-80 City Budget with transfer of appropriations as follows:

<u>CETA FUND</u>	<u>From</u>	<u>TRANSFER</u>	<u>To</u>
Title II-D Unobligated Holdings			
BUC No. 66900027	\$6,564		
Title II-D Contracts:			
Buc No. 67000021.280			\$5,109
.281			1,315
.282			140
Total Requirements	\$6,564		\$6,564

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, JUN 25 1980

Commissioner Ivancie

JPG:JB:j

6/6/80

*Serge Tchouin*  
Auditor of the City of Portland

2190  
Calendar No. ~~2104~~

# ORDINANCE No. 149813

## Title

An Ordinance authorizing two (2) contracts under the Human Resources Bureau, Training and Employment Division, creating two (2) Public Service Employment positions under CETA Title II-D for contract periods beginning June 23, 1980, not to exceed September 30, 1980; transferring appropriations in the amount of \$6,564, within the CETA Fund; and declaring an emergency.

**JUN 18 1980**

CONTINUED TO **JUN 25 1980**

**JUN 19 1980**

Filed \_\_\_\_\_

**GEORGE YERKOVICH**

Auditor of the CITY OF PORTLAND

Deputy

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

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
COMMISSIONER IVANCIE

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

BUREAU APPROVAL
Bureau: Human Resources
Prepared By: <b>Joseph M. Gonzales</b> Date: <b>6/6/80</b>
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <b>Janice J. Wilson by ECH.</b>

NOTE BY
City Attorney
City Auditor
City Engineer