




CITY OF CAMBRIDGE
INTEROFFICE CORRESPONDENCE

To Joseph V. Fischer
COMA Director

Date May 31, 1979

From Alberto Suarez 
COMA Fiscal Officer

Reference

Subject Chamber of Commerce Expenses

The following is a breakdown of the expenses incurred by the Cambridge Chamber of Commerce during the previous year:

Salary (Director)	\$ 24,999.96
Public Relations/ Advertising	6,044.08
Supplies	2,185.07
Printing	745.48
Travel	3,442.49
Equipment	<u>1,582.92</u>
 Total	 \$ 39,000.00

If you have any questions regarding this matter, please contact me.

AGREEMENT BETWEEN THE CITY OF CAMBRIDGE, MASSACHUSETTS

AND

THE CAMBRIDGE CHAMBER OF COMMERCE

THIS AGREEMENT, entered into this 1st day of March 1978, for a total amount not to exceed \$39,000 by and between the Cambridge Office of Manpower Affairs (hereinafter called COMA) and the Cambridge Chamber of Commerce (hereinafter called the provider).

WITNESSETH THAT:

WHEREAS, the City of Cambridge acting under the authority of Section 609 of the Comprehensive Employment and Training Act of 1973 as ammended has requested proposals for public service projects from non-profit community groups; and

WHEREAS, the City has accepted, approved and allocated funding to the attached proposal (totalling \$58,500) submitted to it by the Cambridge Chamber of Commerce, and

WHEREAS, \$19,500 of the above approved expenses in the category of participants' salaries will be paid directly by the Cambridge Office of Manpower Affairs, and

WHEREAS, the Cambridge Office of Manpower Affairs wishes to engage the provider to render certain services described in the attached proposal for which the provider will be remunerated an amount not to exceed \$39,000 as also described in the attached proposal:

NOW THEREFORE, the parties herewith do mutually agree as follows in attached Parts A and B.

IN WITNESS WHEREOF, the City of Cambridge and the provider have executed this Agreement as of the date first written above.

APPROVED AS TO LEGAL FORM:

Russell B. Higley
RUSSELL HIGLEY, SOLICITOR, CITY OF CAMBRIDGE

APPROVED, CITY OF CAMBRIDGE:

James L. Sullivan
JAMES L. SULLIVAN, CITY MANAGER

CAMBRIDGE MANPOWER DIRECTOR:

Joseph N. Fischer
JOSEPH N. FISCHER

PROVIDER:

James M. Meeble, President

DATE:

A. City of Cambridge: General Provisions

1. Control: The City of Cambridge Office of Manpower Affairs shall require contractors and providers to maintain effective control and accountability over all funds, property and other assets covered by the contract or subgrant. (P.L. 94-203, Section 105(a) (1) (B).
2. Cancellation: If the provider does not comply with any requirement of P.L. 93-203, the regulations promulgated under the Act, and other applicable law, Cambridge Office of Manpower Affairs shall have the right to cancel or suspend the contract or subgrant.

- a. Cancellation of Contract for Cause: If, through any cause, the provider shall fail to fulfill in timely and proper manner, their obligations under this contract, or if the provider shall violate any of the covenants, agreements or stipulations of this contract, the City of Cambridge shall thereupon have the right to terminate this contract by giving written notice to the provider of such termination and specifying the effective date thereof. The provider, in the event of cancellation of the Contract for cause shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the provider shall not be relieved of liability to the City for damage sustained by the City by virtue of any breach of the Contract by the provider, and the City may withhold any payments to the provider for the purpose of set-off until such time as the exact amount of damage due the City from the provider is determined.

- b. Termination for Convenience of City: The City may terminate this contract at any time by giving at least 10 days notice in writing from the City Manager to the provider. If the Contract is terminated by the City as provided herein, the provider will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the provider covered by this Contract, less payments of compensation previously made provided; however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the provider shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the provider during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

3. Modification: No alterations or modifications of the Contract will be valid without the express approval of the City of Cambridge Office of Manpower Affairs.
4. Responsibilities: The provider accepts, to the extent consistent with State and Local law responsibility for the operation of the program. The provider shall comply with all applicable laws, ordinances, and codes of the State and local government, and the provider shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

5. Time of Performance: The services as specified under the term of this Agreement are to commence as stated on the signature sheet of this Contract, except as herein noted, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the objectives and goals of this Agreement, but in any event, all the services required hereunder shall be completed no later than one year from the above mentioned date except with the approval of the City of Cambridge Office of Manpower Affairs.
6. Procurement Standards: The provider assures that the standards provided in Attachment), FMC 74-7, for use by the local governments and contractors in established procedures for the procurement of supplies; equipment, construction and other services with Federal grant funds will be followed by the provider and will be in compliance with the provisions of applicable Federal Law and Executive Orders. These standards are furnished to insure effective procurement.
- a. Competition: All procurement actions shall involve free and open competition.
 - b. Procurement: Any procurement regulations maintained by the City of Cambridge, besides embodying the procedures or standards noted in FMC 74-7, shall be adhered to, providing it is not in conflict with any applicable laws set by Local, State or Federal government.
 - c. Review by City: The City of Cambridge shall have the right to review and approve any proposed procurements to assure that duplicative, wasteful, or uneconomical procurements are not made and that applicable laws, standards and procedures are followed.
 - d. Minority and Small Business Contracts: The provider should make positive efforts, in performing the contracts/subgrant to deal with small business and minority-owned business.
7. Adequate System of Contract Administration and Monitoring: Any system set-up by the City of Cambridge Office of Manpower Affairs to assure that the provider fulfills all the terms of the subgrant/contract will be binding on the provider.
- a. Inspection of Audit Rights: The City of Cambridge shall have the right to inspect or audit any file related to the contract/subgrant.
 - b. Requirements: The City of Cambridge shall have the right to require the provider to maintain financial records; all bank statements and reconciliations, time attendance records and payroll records; staff travel authorization and vouchers; inventories of equipment obtained with grant funds, documentation covering non-Federal contributions; invoices, purchase orders, leases, and receiving and inspection reports, copies of subgrant and contracts including any evidence of assurances of financial integrity and performance capabilities of the providers and contractors; supporting documentation for all CETA expenditures; and any other necessary records and documents that would be in the best interest for the success of the program.
8. Close-out Procedures:
- a. The provider shall immediately upon request refund to the City of Cambridge any unencumbered balance of cash advanced to the provider.

- b. The City of Cambridge shall obtain from the provider within 60 days after the date of completion of the contract/subgrant all financial performance and other reports required as a condition of the grant, subgrant, or contract. Any extension requested by the provider is subject to the City of Cambridge's approval.
 - c. The provider shall account for any property acquired with grant funds, or received from the Government in accordance with the provisions of Attachment N to FMC Circular No. 74-7.
 - d. In the event a final audit has not been performed prior to the close-out of the subgrant/contract, the City of Cambridge shall retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
9. Principles for Determining Costs Applicable to Subgrants or Contract with Provider: The principles to be followed in determining costs are set forth in Attachment A, FMC Circular No. 74-4.
 10. Standards for Selected Items of Cost: Standards with respect to the allowability of selected items of cost are set forth in Attachment B, FMC Circular No. 74-4.
 11. Allowable Federal Cost and Allocation of Costs Among Program Activities: The provider shall adhere to the "Allowable Federal Cost" and "Allocation of Allowable Cost Among Program Activities" in accordance with the Federal Register, Volume 40, No. 101, Friday, May 23, 1975...Section 98.12 and 98.13, respectively.
 12. Property Records: The provider must maintain property records in order that the City of Cambridge may provide certain property records under FMC 74-7 for all property which was acquired, in whole or in part, with Federal funds or received from the Federal Government (i.e. MA-728, MA-718, etc.).
 13. Payment to the Provider: Payment to the provider will be by City of Cambridge Treasury check. Invoices will be submitted to the City of Cambridge Office of Manpower Affairs monthly commencing April 1, 1978.
 14. Assignability: The provider shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto: Provided, however, that claims for money due or to become due the provider from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
 15. Personnel and Subcontracts:
 - a. All of the services required hereunder will be performed by the provider or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
 - b. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

16. Findings Confidential: All of the reports, information, data, etc., prepared or assembled by the provider under this Contract are confidential and the provider agrees that they shall not be made available to any individual or organization other than an agency of the United States Government, without prior written approval of the City.
17. Interest of Officers, Employees: No officer, employee or agent or any Department of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the Manpower Program, shall have any personal financial interest, direct or indirect, in the Contract; and the provider shall take appropriate steps to assure compliance.
18. Interest of Other Cambridge Public Officials: No members of the governing body of the City, and no other public official of Cambridge, who exercises any functions or responsibilities in connection with the planning and carrying out of this contract, shall have any personal financial interest, direct or indirect, in this Contract; and the provider shall take appropriate steps to assure compliance.
19. Interest of Consultant and Employees: The provider covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the City of Cambridge or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The provider further covenants that in the performance of this Contract no person having any such interest shall be employed.
20. Interest of Certain Federal Officials: No member or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to raise therefrom.

B. Terms and Conditions Applying to CETA PSE Participants (as defined in CRF Section 94.4 (KK) dated October 18, 1977) hired under this Contract.

1. Each position will be initially guaranteed for one (1) year from the date of hire of a CETA participant into that position.
2. There is no guarantee that the funding of a particular position will be continued should a participant terminate prior to his/her planned termination date.
3. For the purpose of this agreement, CETA participants assigned to the Provider shall be considered employees of the Provider.
4. CETA participants working at the Provider will receive the same benefits and working conditions as those provided to other Provider employees in the same or similar positions.
5. The Cambridge Office of Manpower Affairs will pay the salaries/wages and fringe benefits of all CETA participants employed at the Provider.
6. The Cambridge Office of Manpower Affairs will maintain all employee records of earnings, deductions from earnings, and leave time.
7. The Cambridge Office of Manpower Affairs will procure and maintain workers' compensation insurance with respect to CETA participants employed by the Provider under this Contract.
8. The Cambridge Office of Manpower Affairs will provide counseling and job development services to CETA participants employed at the Provider.

9. The Provider will provide jobs for CETA participants for a period guaranteed to be one year from the date of hire. The nature of the jobs shall be in accordance with the job descriptions attached hereto.
10. The Provider will maintain adequate attendance records for all PSE participants assigned to it.
11. The Provider will cooperate with the Cambridge Office of Manpower Affairs in the completion of six month evaluation reviews for all CETA participants.
12. The Provider will cooperate with the Cambridge Office of Manpower Affairs to assure the work experience of CETA participants is consistent with program objectives stated in the Provider's proposal attached hereto.
13. The Provider will advise the Cambridge Office of Manpower Affairs of any problems encountered by CETA participants.
14. The Provider will identify and advise the Cambridge Office of Manpower Affairs of any CETA participants which could benefit from special counseling.
15. The Provider will make reports, as requested, by the Cambridge Office of Manpower Affairs on the progress and direction of the activities of CETA participants employed at the Provider.
16. The Provider will provide full time supervision of CETA participants assigned to the Provider.
17. The Provider will notify the Cambridge Office of Manpower Affairs within 24 hours of the occurrence of a work related accident involving a CETA participant.

C. Maintenance of Effort Provisions

1. All CETA positions at the Provider represent increases to the normal staff complement.
2. No currently employed person, including part-time personnel, seasonal personnel, or temporary personnel will be displaced by this hiring, nor will they face a reduction in non-overtime hours, wages or benefits.
3. No person is on lay-off from a same or similar job, nor will such person hired as the result of this request perform the same or similar duties or any portion thereof of any terminated employee.
4. No person has been laid off or had his/her normal working hours reduced in anticipation of the funding of his Contract, nor will they in the event of such funding.
5. No funds from any non-federal source are available for the purpose of this hiring, or for the provision of services which will be accomplished by the hiring.
6. This hiring will not displace anyone hired under any other federal grant or with other federal funds.
7. This hiring will in no way impair any existing contract.

PART B
CETA Title VI Project

A. Project Narrative

The Cambridge Chamber of Commerce, established in 1939, is a non-profit organization of over 400 members of the Cambridge business, professional and educational communities. One of the Chamber's most important goals is the stimulation of economic and community development to assist in the creation and retention of job opportunities within the City and the expansion of the City's tax base. This proposal requests CETA funds to allow the Chamber to participate in the city-wide economic development effort recently announced by the City Manager.

Under the overall direction of the Cambridge Economic Development Cabinet, the Chamber of Commerce will perform the following tasks:

1. The Chamber shall offer support to existing firms, new firms, or firms outside the City which are endeavoring to establish themselves or expand within the City.
2. The support offered shall include:
 - a) acting as an advocate agent to expedite timely resolution of municipal services or regulations problems faced by individual firms,
 - b) acting as a liaison agent attempting to resolve existing or potential community relations problems faced by individual firms,
 - c) providing firms wishing to expand or locate in the City with information and comprehensive assistance as needed including the location of space, manpower and financing.
3. The Chamber shall actively approach existing or new businesses to offer the assistance listed in Item 2 as well as responding to unsolicited requests.
4. The Chamber shall submit a recruitment plan and obtain explicit approval from the Economic Development Cabinet before engaging in any general effort to attract outside business to expand or relocate in the City. Said plan shall contain a brief description of the strategy, tasks, schedule and costs involved.

5. The Chamber shall pursue activities under Items 1, 3 and 4 in a manner compatible, as determined by the Economic Development Cabinet or its designated agent, with those of the other participating organizations which are the Cambridge Office of Community Development, the Cambridge Office of Manpower Affairs and the Cambridge Community Development Corporation.
6. The Chamber shall pursue the activities in a manner fully consistent with any directives that may be issued from time to time by the Economic Development Cabinet.
7. The Chamber shall be aware of manpower service programs offered to the business community by the Cambridge CETA administration, and shall refer interested employers to the Cambridge Office of Manpower Affairs.
8. The Chamber shall recommend the services of the Cambridge CETA administration to those firms which have an immediate need for the recruitment of new personnel. It is hoped that through the Chamber's efforts, 100 new jobs may be secured for unemployed Cambridge residents.
9. The Chamber shall make monthly reports on all its activities under this project to the Economic Development Cabinet within 15 days after the end of the month.
10. All tasks shall be performed on a best effort basis.

Title VI Project Budget

Project begins: March 1, 1978,

Ends: March 1, 1979

Project Staff Salaries:

Project Manager	\$25,000
Administrative Assistant	10,000
Secretary/Receptionist	9,500

Project Expenses:

Office Supplies (including Telephone and equipment)	3,500
Advertising, Reproduction and Public Relations Expenses	5,500
Travel	<u>5,000</u>
TOTAL (CETA funds)	<u>\$58,500</u>

Matching Contributions from regular Agency Budget:

1. Space, Administrative Overhead, services or Regular Chamber Employees totalling approximately \$15,000

2. Project work to be done by Chamber employees

Title VI Project Positions

Project Manager

\$25,000 (Administrative funds)

Functions:

Overall responsibility for the economic and job development project. Will also be responsible for the coordination of project activities with those of other agencies participating in the City's economic and job development program.

Duties:

Undertakes an outreach campaign, offering assistance to existing firms, new firms and firms outside the City which are endeavoring to establish themselves or expand within the City.

Works closely with staff from the Cambridge Office of Manpower Affairs and other participating agencies to provide the following assistance:

- a) acting as an advocate agent to expedite timely resolution of municipal services or regulations problems faced by individual firms,
- b) acting as a liaison agent attempting to resolve existing or potential community relations problems faced by individual firms,
- c) providing firms wishing to expand or locate in the City with information and comprehensive assistance as needed including the location of space, manpower and financing.

Prepares such reports and plans as are called for in the project agreement.

Supervises an administrative assistant and a secretary assigned to the project.

Identifies job openings for follow-up by COMA staff.

Maintains contact with local economic development organizations, business associations and the academic community.

Title VI Project Positions

Administrative Assistant

\$10,000 (participant funds)

Function:

Under the supervision of the Project Director, performs research, prepares studies and information materials and assists in such other matters relating to the Project as the Director sees fit to assign.

Duties:

Assembles information as needed by the Project Director from the Cambridge Office of Manpower Affairs, Community Development Department and external sources as required.

Maintains Project files and assists the Director in the preparation of Project reports.

Assembles material for and assists the Director in the preparation of any promotional and informational materials that may be required by the Project.

Accepts inquiries in the Director's absence and provides general information pending follow-up by the Director.

Title VI Project Positions

Secretary/Receptionist

\$9,500 (participant funds)

Function:

To provide secretarial support to this project and other Chamber staff members.

Duties:

Typing 50 wpm, xeroxing, collating of letters, press releases, reports, meeting notices and newsletters; receiving visitors, dispensing tourist and business information about Cambridge; certifying certificates of origin; assisting with major mailings and at committee meetings.



CITY OF CAMBRIDGE

MANPOWER ADMINISTRATION

51 INMAN STREET • CAMBRIDGE, MASSACHUSETTS 02139

J. V. FISCHER
Director

876-6800
Ext. 330

ECONOMIC DEVELOPMENT PROGRAM PLAN DRAFT ANNOUNCEMENT

A strong economic environment is vital to the City's overall well being and its ability to address the many problems that face urban areas. Because of the central role the local economy plays in the City's health, it is important that efforts be undertaken to assure the vitality and growth of the business and industrial community in Cambridge thereby providing new job opportunities and an expanding tax base.

Now that the City is moving forward with development activities in Kendall Square and Harvard Square, it is important that the various groups concerned with economic development be more closely coordinated. In addition, given the record of the City in controlling the tax rate, the time is right for organizing an active effort to attract new business to Cambridge. Given the far-reaching implications of economic development, it is important that the coordinated activity include business and citizen participation and support. With these factors in mind, the current economic development and manpower development functions in the City have been reviewed and plans for a coordinated economic development effort have been formulated.

An Economic Development Cabinet will be created to approach the problem from a multifaceted point of view. The organizations present in the Cabinet represent a broad range of resources so that all the problems facing existing or prospective businesses can be effectively addressed. The primary role of this Cabinet is to make available and coordinate the resources necessary to assist individual business in obtaining funds, space or labor for expansion and in resolving community or municipal relations problems. The Cabinet will also advise the City Manager on economic development policy matters.

The members of the Cabinet will be: the City Manager; the Assistant City Manager for Administration; the Assistant City Manager for Community Development; the Director of the Cambridge Office of Manpower Affairs; the Chairman of the Cambridge Redevelopment Authority; the President of the Chamber of Commerce and a director from the Cambridge Community Economic Development Corporation.

The purpose of this high level team is to make sure that needed assistance will be provided and that individual problems will be addressed. The presence of the City Manager and the Assistant City Manager for Administration will ensure that the various City Departments are coordinated and responsive in their dealings with the business community. The inclusion of the Assistant City Manager for Community Development and the Director of the Cambridge Office of Manpower Affairs will ensure the coordination and responsiveness of the economic development resources of the City government. The presence of the Cambridge Redevelopment Authority Chairman will facilitate the integration of Kendall Square activities with development efforts and resources elsewhere in the City. And finally, the participation of the Cambridge Chamber of Commerce and the Cambridge Community Economic Development Corporation provides needed perspectives, experience and resources from the business and community sectors.

In addition to these organizations, an Industrial Development Financing Authority is being created. The IDFA is in the final stages of formation and will be in place within a few months. The IDFA, an administrative Board enabled by State Laws, will review expansion or renovation plans of manufacturers desiring financial assistance. If the project qualifies, the IDFA will recommend that the City sponsor a tax exempt revenue bond to finance it. Bonds issued would fund industrial projects to create taxes and more jobs. The IDFA will allow the City to initiate industrial projects with reduced financing costs and other advantages, while not involving City Assets nor jeopardizing its credit rating.

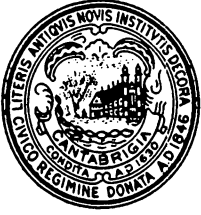
As shown on the attached chart the Cabinet will draw on the staff and resources of the participating public and private organizations. It will designate one of these staff members to be a staff coordinator and to act as liaison to the Cabinet. The principal role envisioned for each of the organizations is described below.

The Department of Community Development will develop and maintain a centralized source of information on available space, employment and other relevant subjects for use by all groups. The Cambridge Office of Manpower Affairs will expand its present labor related employer contact program so that it will become an all-encompassing outreach program for existing businesses. Individual firms with problems or in need of help with expansion plans uncovered through the program would have expeditors or development assistance specialists assigned to work with them. These individuals will reside in the Cambridge Office of Manpower Affairs; the Chamber of Commerce and the Cambridge Community Economic Development Corporation. The Cambridge Community Economic Development Corporation will be given funds and personnel to perform direct outreach, problem solving, development assistance and community liaison functions.

The Chamber of Commerce will also be given resources to perform these activities but in addition will undertake the formulation of and participate in a program for attracting new business to Cambridge.

Staff representatives from each participating organization will meet weekly to coordinate their activities and to make arrangements to balance their case loads. Records of these meetings will be sent to the members of the Cabinet who will act on matters of policy, procedure or jurisdiction as they deem appropriate.

Funds for the program would come from sources within each organization supplemented by Federal CETA money for an interim period of two to three years to be negotiated on a year to year basis. Thereafter collectively or individually, the organizations involved will have to locate other sources of funds.



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 498-9011

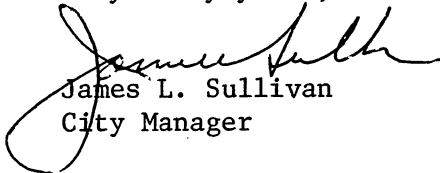
EXECUTIVE DEPARTMENT
JAMES L. SULLIVAN
City Manager

September 10, 1979

To the Honorable, the City Council:

With respect to Awaiting Report Item No. 17 of September 10, 1979, regarding spending and funding of the grant to the Chamber of Commerce for Economic Development, enclosed please find a breakdown of the expenses. A copy of the contract with the Cambridge Office of Manpower Affairs is on file in the City Clerk's Office.

Very truly yours,


James L. Sullivan
City Manager

JLS/nwc

col
#8

Agenda #6

S-473A

Response to Awaiting Report No. 17 re:
pending and funding of the grant to the
Chamber of Commerce for Economic Development.

In City Council,

Sept. 10, 1979

9/10/79

Typed by

- E. Franore -