

Withdrawal/Redaction Sheet

Clinton Library

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
001. report	[Personally Identifiable Information] [partial] (13 pages)	00/00/1981	b(6)

COLLECTION:

Clinton Presidential Records
Staff Secretary
Todd Stern
OA/Box Number: 9310

FOLDER TITLE:

Inspector General Documents [Folder 1] [2]

2019-0774-S

rs3389

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

U. S. Department of Labor

Office of Inspector General
90 Church Street
Room 1316-B
New York, N.Y. 10007



October 20, 1981

Reply to the Attention of:

To: S/A William E. Zleit

FROM: S/A Ernest P. Repetti *EPR*

SUBJECT: File No 20-0578-0001 A
Mitchell/Titus + Co.

On 10/16/81 I presented attached letter to John Tracy, Chief of Procurement, Small Business Administration at 26 federal plaza, N.Y. N.Y. Mr. Tracy informs me that as per agreement with SBA, OIG the documents requested will be forwarded through their IG to you at the national office. Further information received from Joseph Hallock, Assist Reg. Council S.B.A. regarding advance payments to Mitchell /Titus indicate the following Advances .

\$60,000	6/8/76
\$50,000	1/18/77

The advances were given on contract # 76-C-088 and 76-C-130, either one or both. The repayments were made as follows:

\$10,000	10/26/76
50,000	2/22/78
50,000	3/8/79

The repayments as made would appear delinquent.

U. S. Department of Labor

Office of Inspector General
90 Church Street
Room 1316-B
New York, N.Y. 10007



Reply to the Attention of:

October 16, 1981

Mr. John Tracy
Chief of Procurement
Small Business Administration
26 Federal Plaza
New York, N.Y. 10007

Dear Mr. Tracy:

Reference is made to the telephone conversation between Mr. Tom Dumaresq, Coordinator of Certification of Competency, S.B.A. New York and Special Agent William E. Zleit of the Office of Inspector General, U.S. Dept of Labor on Oct. 15, 16, 1981 concerning Bert Mitchell and Mitchell/Titus & Co.

To assist in the development of an ongoing Federal Criminal investigation now being conducted by the Office of Inspector General it is requested you furnish copies of a November, 1979 promissary note in the amount of \$10,000 and an August 1980 promissary note in the amount of \$6,000. The notes were transacted between Bert N. Mitchell and Ernest Green former Assistant Secretary of Labor. A copy of the statement given to S.B.A. by Mr. Mitchell regarding his financial relationship with Mr. Green is also requested.

Thank you for your cooperation in this matter.

Sincerely,


Ernest P. Repetti
Special Agent
U.S. Dept. of Labor, OIG

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview 10/16/81

Micheael McHale SBA employee presently assigned to the Newark Office of SBA, FTS 341-3257 was interviewed on 10/16/81 at 26 Federal Plaza, N.Y.N.Y.

Mr. McHale was the SBA contract negotiator for Mitchell Titus + Co. during the period that Mitchell/Titus & Co. received the \$80,000 contract from D.O.L. as recommended by Lamond Godwin in letter to SBA dated 7/23/80. Mr. McHale stated that it is not unusual for the sponsoring agency to recommend a sub-contractor to SBA when specific professional services are required. Many contracts from sponsoring agencies indicate to SBA the sub-contractor desired to fulfill contract.

By 
Ernest P. Repetti, Special Agent

At New York, N.Y.

Date Dictated 10/19/81

Date Transcribed 10/20/81

File No. 20-0578-0001A

U.S. DEPARTMENT OF LABOR

Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Case #20-0578-0001A

Date of Interview 10/7/81

On this date, I met with JOSEPH HALLOCK, Assistant Regional Council, S.B.A., at 26 Federal Plaza, Room 29-118, New York, New York 10007, Telephone #264-2845. The following inquiries were made relative to MITCHELL, TITUS & CO. and their relationship with S.B.A. In regard to qualifications for participation, SOP-80-05, a manual sets forth certain criteria for eligibility to partake in 8A Contracts, Minority Small Business & Capital Ownership Development Programs (MSB & COD). The qualifications will vary according to the services to be rendered and comparisons of that industry average income criteria. The company should be owned and controlled by disadvantaged and operated with reasonable prospects of success.

In regard to company and personal financial statements, all information should be complete, valid and without omission. The alleged loan from BERT MITCHELL to ERNEST GREEN, if valid, should have been listed as assets on financial statements submitted by MR. MITCHELL in May of 1980. The listing of that asset would not have had any bearing on the qualifications of MITCHELL, TITUS & CO.

In regard to the company financial statements, all government contracts obtained should be listed, including any other SBA Contracts obtained through other regional offices. They are unaware of any other SBA Contracts that MITCHELL, TITUS & CO. may have.

In regard to letter dated 7/23/80 from LAMOND GODWIN to SBA requesting MITCHELL, TITUS & CO. for contract, it was asked if this was normal procedure or some form of pre-selection. MR. HALLOCK made inquiries and stated that it was not too unusual for an agency to recommend a sub-contractor. SBA normally would select the sub-contractors after receiving the contract from the government agency.

MR. HALLOCK informs that the file does not indicate that any loans were obtained by MITCHELL, TITUS & CO. from SBA. The payment of the contracts are normally made by the government agency directly to the sub-contractor. MITCHELL, TITUS & CO. received a contract advance of \$110,000 under Contract 76-088. A contract advance is given when sub-contractor requests it indicating that agency payments are not punctual and contractor needs advance monies to operate. SBA was requested to schedule the advance payments given to MITCHELL, TITUS & CO., and repayments relative to all advances given to them.

I also met with SAM BROWN, SBA Contract Negotiator, Telephone #264-1490, relative to the \$80,000 contract awarded to MITCHELL, TITUS & CO. following letter of 7/23/80 from GODWIN. This contract was in three phases with the third phase ending on 9/30/81. This contract called for MITCHELL, TITUS & CO., among other things, to develop a Management Systems Handbook, under a 100 pages, producing 500 copies in a three-ring binder that was due in 12/80. This contract was terminated on 4/1/81 pursuant to

Date Dictated 10/9/81By ERNEST P. REPETTI, Special Agent EPRDate Transcribed 10/15/81At New York, New YorkFile No. 20-0578-0001A

-2-

Report of Interview (cont'd)

Clause 25(a), Convenience of the Government. MR. BROWN informs that \$77,000 was paid to MITCHELL, TITUS & CO. on said contract. SBA is not aware what work MITCHELL, TITUS & CO. performed relative to that contract, that information would be with the contracting agency, the Department of Labor.


ERNEST P. REPETTI
Special Agent

U. S. Department of Labor

Office of Inspector General
90 Church Street
Room 1316-B
New York, N.Y. 10007

Reply to the Attention of:



10-27-81

cc Mitchell
folder

cc very land
folder

Revised
Low records
Nassau County
re Mitchell

October 22, 1981

MEMORANDUM FOR: S/A WILLIAM E. ZLEIT

FROM: S/A ERNEST P. REPETTI

SUBJECT: File #20-0578-0001A
Mitchell/Titus-Co

On 10/16 and 10/17/81 visits were made to the Nassau County clerks office relative to addresses supplied to me by S/A MARTIN SQUITERI.

The finding are as follows:

204 Monitor St.
Westbury, N.Y.

Section 11 block 40 lot 27 & 28

1. BERTIE N. & CAROLE B. MITCHELL purchased form Woodcraft Homes, Inc. on 2/29/72. The deed indicates a \$6000 exchange of money (tax of \$6.60) and an existing mortgage of \$22, 423.03 with Eastern Services Corp. Total cost \$28,423.03. (copies attached)
2. BERTIE N. CAROLE B. MITCHELL sold to LARRY & JO-ANN WISON, JR. on 1/31/73 . The deed indicates an \$8500 exchange of money (tax off \$9.35) and the existing mortgage of \$21,967.07 with Eastern Service Corp. total sales price \$30,467.07. (copies attached)

Note: The tax stamp rate is \$1.10 per thousand.

This house is believed to be rental property

1/2

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 29 day of February, nineteen hundred and seventy-two

BETWEEN WOODCRAFT HOMES, INC., a domestic corporation, having its principal place of business at 277 Nassau Road, Roosevelt, New York

party of the first part, and

BERTIE N. MITCHELL and CAROLE B. MITCHELL, his wife, both residing at 51 Eddy Road, Roosevelt, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party for the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being known as at Westbury, Town of North Hempstead, County of Nassau and State of New York, known and designated as lots 27 and 28 and part of lots 51 to 54 inclusive in block 40 on Second Map of the City of New Cassell, Queens County, Long Island, New York, surveyed 1891 by William Hawthurst C.E., drawn by S.C. Leaf, C.E., and filed in Queens County April 22, 1892 as Map #256, and filed in the Office of the Clerk of the County of Nassau as Map #3, New #14 and which said lots and part of lots when taken together are more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Monitor Street, distant 33.56 feet northerly from the corner formed by the intersection of the northerly side of Grand Boulevard with the easterly side of Monitor Street; running thence easterly at right angles to Monitor Street and part of the distance through a party wall, 92 feet; thence northerly at right angles to the last mentioned course 4 feet; thence easterly at right angles to the last mentioned course 8 feet; thence northerly at right angles to the last mentioned course 55 feet; thence westerly at right angles to the last mentioned course 100 feet to the easterly side of Monitor Street; thence southerly along the easterly side of Monitor Street, 59 feet to the point or place of BEGINNING.

SAID PREMISES known as and by the street number 204 Monitor Street, New Cassell, Westbury, New York.

SUBJECT to a first mortgage held by Eastern Service Corporation reduced to \$22,428.03 and to existing tenancies.

This conveyance is made in the regular course of business actually conducted by the party of the first part.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

WOODCRAFT HOMES, INC.

[Signature]

Lotted by Ver. by Section 11 Block 40 Lot 70

MAR 3 1972

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

REAL ESTATE
TRANSFER TAX
STATE OF NEW YORK
Dep't of
Treas. & Finance
MAR. 3 '72
06.60

STATE OF NEW YORK, COUNTY OF NASSAU ss:

On the 24 day of FEB 1972, before me personally came JOHN C. WOODCRAFT to me known, who, being by me duly sworn, did depose and say that he resides at No. 2408 W. 30th St. SEAFORD, N.Y. 11580; that he is the of WOODCRAFT HOMES, INC.

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Man

MAURICE WEINREB
Notary Public, State of New York
Qualified in Queens County No. 41,950,358
Term Expires March 30, 1972

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

4/10 Bargain and Sale Deed
With Covenant Against Grantor's Acts
Title No. 06-36707

MAR 3 1972 WOODCRAFT HOMES, INC.

TO
BERTIE N. MITCHELL and CAROLE B.
MITCHELL, his wife

ENDORSE TITLE

Standard Form of New York
Board of Title Underwriters

Distributed by
US LIFE TITLE INSURANCE
COMPANY of New York

ENDORSE TITLE

SECTION 11

BLOCK 40

LOT 70

COUNTY OR TOWN Nassau

Recorded At Request of
US LIFE TITLE INSURANCE COMPANY of New York
RETURN TO: 11030

Lytle A. Marshall
29 Park Avenue
Manhasset NY Zip No. 11030

LEAVE THIS SPACE FOR USE OF RECORDING OFFICE

AMERICAN TITLE INSURANCE CO.
GUARANTEED TITLE EXCHANGE

HAROLD W. McCONNELL
COUNTY CLERK
NASSAU COUNTY
MAR 3 11 13 AM '72

RECORDED

X 131

7933

DEED 8359 PAGE 120

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 31 day of February, nineteen hundred and seventy-three
BETWEEN BERTIE N. MITCHELL and CAROL B. MITCHELL, his wife,
both residing at 51 Eddy Road, Roosevelt, New York

party of the first part, and LARRY WILSON, JR. and JO-ANN WILSON, his
wife, both residing at 234 Lincoln Avenue, Roosevelt, Long Island
New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

XXXX at Westbury, Town Of North Hempstead, County of Nassau and State of New York, known and designated as lots 27 and 28 and part of lots 51 to 54 inclusive in block 40 on Second Map of the City of New Cassell, Queens County, Long Island, New York, surveyed 1891 by William Hawxhurst C.E., drawn by S.C. Leaf, C.E., and filed in Queens County April 22, 1892 as Map #256, and filed in the Office of the Clerk of the County of Nassau as Map #3, New #14 and which said lots and part of lots when taken together are more particularly bounded and described as follows:
BEGINNING at a point on the easterly side of Monitor Street, distant 33.56 feet northerly from the corner formed by the intersection of the northerly side of Grand Boulevard with the easterly side of Monitor Street; running thence easterly at right angles to Monitor Street and part of the distance through a party wall, 92 feet; thence northerly at right angles to the last mentioned course 4 feet; thence easterly at right angles to the last mentioned course 8 feet; thence northerly at right angles to the last mentioned course 55 feet; thence westerly at right angles to the last mentioned course 100 feet to the easterly side of Monitor Street; thence southerly along the easterly side of Monitor Street, 59 feet to the point or place of BEGINNING.

SAID PREMISES known as and by the street number 204 Monitor Street, New Cassell, Westbury, New York.

SUBJECT to a first mortgage held by Eastern Service Corporation reduced to \$ 17,000.00 and to existing tenancies.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Bertie N. Mitchell
Bertie N. Mitchell

Carole B. Mitchell
Carole B. Mitchell

DEED 8498 146464

935
FEB 7 1973
Recorded by Section 11
Lot 40 Block 40
Ver. by 70

STATE OF NEW YORK, COUNTY OF

SS:

STATE OF NEW YORK, COUNTY OF

SS:

On the 31 day of January 19 73, before me personally came

On the day of 19 , before me personally came

Lertie N. Mitchell & Carole B. Mitchell

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same

Gregory H. McRae
 GREGORY H. MCRAE, Notary Public
 State of New York, County of Nassau
 Commission Expires March 30, 1975
 1973

RECORDED
 STATE OF NEW YORK
 TAXED
 63 55

STATE OF NEW YORK, COUNTY OF

SS:

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me personally came
 to me known, who, being by me duly sworn, did depose and say that he resides at No.

On the day of 19 , before me personally came
 the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
 of

that he knows

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. 06-39916

TO
 (copy of deed on file in office of the County Clerk)



SECTION 1

BLOCK 40

LOT 10

COUNTY OR TOWN Nassau

Recorded at Request of

CHICAGO TITLE INSURANCE COMPANY

Home Title Division

Return by Mail to

RONALD H. BREWER, ESQ.
 557 NORTH COLUMBUS AVE
 MOUNT KENNY, N.Y.

Zip No. 10552

5379

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

AMERICAN TITLE INSURANCE CO.
 COUNTY CLERK
 NASSAU COUNTY

RECORDED

FEB 7 11 12 AM '73
 HAROLD W. MCCORMELL
 COUNTY CLERK
 NASSAU COUNTY

DEED 8498 TAG 465

U. S. Department of Labor

Office of Inspector General
90 Church Street
Room 1316-B
New York, N.Y. 10007

Reply to the Attention of:



10-27-81

cc Mitchell
folder

cc aux land
folder

October 22, 1981

MEMORANDUM FOR: S/A WILLIAM E. ZLEIT
FROM: S/A ERNEST P. REPETTI
SUBJECT: File #20-0578-0001A
Mitchell/Titus-Co.

On 10/16 and 10/17/81 visits were made to the Nassau County Clerks office relative to addresses supplied to me by S/A MARTIN SQUITERI.

The finding are as follows;

69 Hitching Post Lane
Glen Cove, N.Y.

Section 30 Block 60 lot 83

1. BERTIE N & CAROLE MITCHELL purchased from LEVITT Residential Communities on 4/26/73 for \$61,656,000(as stated in the deed). The MITCHELLS obtained a mortgage on 4/26/73 from Levitt Residential Communities, Inc. for \$49,1500. (copies attached)
2. LEVITT Residential Communities, Inc. transferred the mortgage on 4/26/73 to the Nassau Savings & Loan Association. (copy attached)
3. On 7/1/74 BERTIE N. MITCHELL "transferred"ownership to CAROLE MITCHELL (copies att. p. 180 & 181)
4. CAROLE MITCHELL SOLD TO PHILLIP & SHIRLEY WILLIAMS on 5/19/80 for \$110,000 (tax stamp shows \$121.00)No mortgage indicated for the WILLIAMS.

Note: The tax stamp rate is \$1.10 per thousand

1/13

This Deed,

made April 26, 1973 between LEVITT RESIDENTIAL COMMUNITIES, INC., a Delaware corporation having an office at (no number) Lakeville Road, Lake Success, New York, grantor, and

NYRPTT
#68.20

Bernie N. Mitchell and Carole Mitchell, his wife
69 Hitching Post Lane,

Glen Cove, New York, grantee, WITNESSETH that in consideration of \$61,656.00 in hand paid, the receipt of which is hereby acknowledged, the grantor does hereby grant and convey to the grantee, his, her, or their heirs or successors and assigns forever, ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in The City of Glen Cove, County of Nassau, and State of New York, known and designated as Lot No. 83, Block No. 60, on a certain map entitled Amended Map of High Elms at Glen Cove, Section 5, filed in the Office of the Clerk of the County of Nassau on January 12, 1970 as Map No. 8274.

TOGETHER WITH an easement over the streets as shown on the said map to the nearest public highway.

Subject to covenants, restrictions, agreements and easements of record, including easement areas, if any, shown on the aforesaid map as affecting portions of the premises. Any sewer, water and drainage mains, appurtenances thereto, and meters within such easement areas are not included in this conveyance.

Subject to the further reservation that the grantor, its successors and assigns, except to the extent that the grantor may otherwise have expressly warranted to the grantee, shall be at all times hereafter relieved of and released from any and all claims, liabilities and suits arising out of the design, workmanship, materials or other aspects of the construction or installation of the building and improvements on the property hereby conveyed.

Title to all streets and road widenings is reserved for the dedication to the political subdivision having jurisdiction.

The grantee has simultaneously executed and delivered a purchase money mortgage in the sum of \$ 49,150.00 intended to be recorded simultaneously herewith.

And the grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

And the grantor, in compliance with Section 13 of the Lien Law, covenants that it will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed and its corporate seal to be hereto affixed.

LEVITT RESIDENTIAL COMMUNITIES, INC.

By Alfred C. West
Assistant Vice President
ALFRED C. WEST

IN THE PRESENCE OF:

William L. ...
ASSISTANT SECRETARY

Font: by
83
910-60
Ver. 30
MAY 31973



2/17

STATE OF NEW YORK)
COUNTY OF SUFFOLK ss:

On the 26th day of April 1973, before me personally came ALFRED G. WEST to me known, who, being by me duly sworn, did depose and say that he resides at No. 10 Owens Place, East Northport, New York and that he is the Assistant Vice President of LEVITT RESIDENTIAL COMMUNITIES, INC, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

DORIS M. VEST

Notary Public
Suffolk County, New York
My Comm. Expires April 1, 1975

Doris M. Vest
NOTARY PUBLIC

JOB NO. GC-137

Rec'd

6/20
MAY - 3 1973

DEED

LEVITT RESIDENTIAL COMMUNITIES,
INC. d/b/a

-TO-

BER TIEN, MITCHELL, and
CAROLE MITCHELL, his wife

RECORDED

MAY 3 3 55 PM '73

HAROLD W. MCCONNELL
COUNTY CLERK
NASSAU COUNTY

Record and return to:
CITY TITLE INSURANCE COMPANY
1051 Franklin Avenue
Garden City, N.Y.

STATE OF NEW YORK
DEED TAX
MAY 8 1973

536

536

DEED 8530 PAGE 349

3/13

9157
364

MORTGAGE

THIS MORTGAGE, made the 26th day of April, 1973 between

BERTIE N. MITCHELL and CAROLE MITCHELL, his wife:

of 60 Hitching Post Lane,
City of Glen Cove, Nassau County, State of New York, the MORTGAGOR, and LEVITT
RESIDENTIAL COMMUNITIES, INC., a corporation organized and existing under the
laws of the State of Delaware, having an office at (no number) Lakeville Road,
Lake Success, County of Nassau and State of New York, the MORTGAGEE,

WITNESSETH, that to secure the payment of an indebtedness in the principal sum of
FORTY NINE THOUSAND ONE HUNDRED FIFTY AND 00/100-DOLLARS (\$ 49,150.00)
which sum is to be paid, with interest thereon, according to a certain bond or
obligation bearing even date herewith, the mortgagor hereby mortgages to the mortgagee:

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being in
the City of Glen Cove, Nassau County, State of New York, being known and designated
as Lot No. 83, Block No. 60, on a certain map entitled "Amended Map of High Elms
at Glen Cove, Section 5", filed in the Office of the County Clerk of Nassau County
on January 12, 1970 as Map No. 8274.

That the real property covered by the said mortgage is or will be improved
by only a one or two family residence or dwelling.

TOGETHER with all right, title and interest of the Mortgagor, of, in and to,
any land lying in the bed of any street, road or highway, and adjoining premises
above-described to the center line thereof.

TOGETHER with all fixtures, articles of personal property, household appliances,
mechanical and other equipment of any kind, now or hereafter attached to the premises,
whether covered or not covered by chattel mortgage or conditional bill of sale, all of
which are and shall be deemed to be fixtures and a part of the realty and are covered
by this mortgage.

TOGETHER with the appurtenances, and all the estate and rights of the Mortgagor
in and to said premises.

TOGETHER with any and all awards which have heretofore been made or may hereafter
be made, by any authority to the then owner of the above-described premises, for any
reason whatsoever, which said awards are hereby assigned to the Mortgagee, with full
power to collect and receive the proceeds thereof, and give acquittance therefor, and
to apply the same toward the amount then owing on account of this mortgage and the bond
or note accompanying the same.

The covenants herein contained shall bind, and the benefits and advantages shall
inure to the respective heirs, executors, administrators, successors, and assigns of
the parties hereto. Whenever appropriate, the singular number shall include the plural,
the plural the singular and the use of any gender shall be applicable to all genders, and
the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any
transferee thereof whether by operation of law or otherwise.

AND the Mortgagor covenants with the Mortgagee as follows:

1. That the Mortgagor will pay the indebtedness as provided in the accompanying
bond or note.
2. That the Mortgagor will keep the buildings on the premises insured for the
benefit of the Mortgagee against loss by fire and such other hazards as may be required
by the Mortgagee, in companies, policies and amounts acceptable to the Mortgagee; that
he will assign and deliver the policies to the Mortgagee; and that he will reimburse
the Mortgagee for any insurance premiums paid by the Mortgagee on the Mortgagor's default
in so insuring the building or in so assigning and delivering the policies.

3. That no building, fixtures, or personal property or household appliances attached to the premises covered by this mortgage, shall be removed, altered, or demolished without the written consent of the Mortgagee.

4. That the Mortgagor warrants the title to the premises, fixtures, household appliances and personal property covered by this mortgage.

5. That in case of a sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel.

6. That the holder of this mortgage in any action to foreclose it, shall be entitled to the appointment of a Receiver, without regard to the adequacy of any security for the debt, and without notice.

7. That in compliance with the Lien Law of the State of New York, the Mortgagor covenants that he will receive the advances secured by this mortgage, and will hold the right to receive such advances as a trust fund, to be applied first for the purpose of paying the cost of improvements, and that he will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

8. That in the event of an Assignment of this Mortgage to a Savings and Loan Association, or upon any transfer of title to the premises described herein, the mortgagor or the successor in title of the mortgagor shall immediately become a member of the mortgagee (Association) and be bound by the terms and provisions of its charter and by-laws and shall also immediately become bound by the terms of this mortgage and the obligation secured thereby. Should any such subsequent owner refuse on demand to subscribe to such charter and by-laws or default in the terms of this Mortgage and obligation secured thereby, the mortgagee may, at its option, immediately declare the full balance of the principal sum hereby secured, and to be due in like manner, as herein provided, for default in the payment of monthly instalments. The mortgagee may, without notice to the mortgagor, deal with such successor in title with reference to this mortgage and the obligation secured thereby in the same manner as with said original mortgagor without in any way affecting or discharging the liability of the said mortgagor on this mortgage and the bond or note secured thereby.

9. In the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the herein provided Mortgagor, the Mortgagee may without notice, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured, in the same manner as with said Mortgagor or Obligor without in any way affecting or discharging the liability of said Mortgagor or Obligor on said bond or note or any subsequent bonds or notes secured by this mortgage.

10. That all the terms, conditions, agreements, and covenants contained in the bond or note accompanying this mortgage, and executed and delivered simultaneously herewith, and for the payment of which this mortgage is executed and delivered as collateral security, are made a part of this mortgage, notwithstanding that the same are not specifically, and at length, herein set forth.

11. That, if the Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by its stockholders, and by resolution of its board of directors.

12. Nothing in this mortgage contained shall be construed as depriving the Mortgagee of any right or advantage available under Section 254 of the Real Property Law of the State of New York; but all covenants herein differing therefrom shall be construed as conferring additional and not substitute rights and advantages.

13. In the event that the Mortgagor or any subsequent owner or the Obligor on the bond or note secured by this mortgage procures for the Mortgagee a life insurance policy payable to the Mortgagee upon the death of the insured Mortgagor or subsequent owner or Obligor to the extent of any part or all of the full indebtedness on this mortgage at the time of death of said insured and the premiums for such policy are advanced by the Mortgagee, the amount of such advance shall be added to the unpaid principal of this mortgage and be secured by it, and in no event may the amount secured by this mortgage, including such advance, exceed the original principal amount of this mortgage.

14. If any payment is not received by the last business day of the month in which it is due, a "late charge" of six per centum (6%) of any payment so overdue, may at the option of the Mortgagee, be charged for the purpose of defraying the expense incident to handling such delinquent account.

15. In the event that the Mortgagee is ever required to affix documentary stamps to any note secured by this mortgage, the cost of such stamps shall be added to the principal indebtedness secured by this mortgage and the Mortgagor or any subsequent owner of the mortgaged premises shall reimburse the Mortgagee for same.

16. That in the event this mortgage is given to secure part of the purchase price of premises herein, and it shall be discovered that such sale, transfer or purchase was not a bona fide one, for a valuable consideration, but was made solely for the purpose of obtaining this mortgage, then, and in that event the whole of said principal sum, together with accrued interest, shall immediately become due and payable at the option of the Mortgagee, its successors or assigns

17. This mortgage is, and shall continue to be, prior in lien as to the full principal amount hereof and all interest hereon, including all future advances hereunder, to the lien of any vendee under a contract of sale, notwithstanding that future advances under this mortgage may be subsequent in time to the execution of such contract of sale and subsequent in time to the giving of notice to the Mortgagee of such contract.

18. That any sale or transfer of title of the mortgaged premises without the mortgagee's written approval of the grantee or transferee shall constitute a default in this mortgage and the bond secured thereby.

19. That if any past due payment or payments on this mortgage and the bond secured thereby is or are received by the mortgagee after any default on this mortgage, and said bond, such payment or payments shall not constitute a cure of such default.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor the day and year first above written.

IN THE PRESENCE OF

Ludwig H. Guman

Bertie N. Mitchell (L.S.)

BERTIE N. MITCHELL
Bertie Mitchell (L.S.)

CARLE MITCHELL, his wife
____ (L.S.)

____ (L.S.)

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU

On the 26th day of April 1973,
before me personally came

BERTIE N. MITCHELL and CAROLE MITCHELL, his wife
to me known to be the individuals described in, and who executed the foregoing
instrument, and duly acknowledged to me that they executed the same.

ANTHONY J. SANGUOLD

60 Westchester County
March 10, 1974

Anthony J. Sanguold
NOTARY PUBLIC

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, 19____, before me personally came
and say that he resides at _____, to me known, who, being by me duly sworn, and I depose
that he is the _____ of _____

; the corporation described in and which executed the foregoing instrument; that
he knows the corporate seal of said corporation; that the seal affixed to said instrument
is such corporate seal; that it was so affixed by order of the Board of Directors of
said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC

MAY - 3 1973

3047400

60 137

Mortgage

LEVITT RESIDENTIAL NASSAU COUNTY CLERK'S OFFICE
RECEIVED AS RECORDING TAX ON
COMMUNITIES, INC. THE WITHIN INSTRUMENT \$ 49,150.00

MAY - 3 1973

HAROLD W. MCCONNELL
COUNTY CLERK OF NASSAU COUNTY

Dated, April 26, 1973

Amount, \$ 49,150.00

The land affected

by the within

mortgage lies in

Section 5

Block 60

Lot 83

Map of High Elms at Glen Cove

County of Nassau

Amended

MAY 3 3 55 PM '73
HAROLD W. MCCONNELL
COUNTY CLERK OF NASSAU COUNTY

RECORDED

9157 PAGE 355

Please Record and Return to

CITY TITLE
INSURANCE COMPANY

32 Broadway New York, N.Y. 10004

9157
352

ASSIGNMENT OF BOND AND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that LEVITT RESIDENTIAL COMMUNITIES, INC., a corporation organized under the laws of the State of Delaware, having its office at (in summer) Nassau Road, Nassau, County of Nassau, and State of New York, is the owner of the Indenture hereinafter mentioned and its duration at the date of

FOURTH THOUSAND ONE HUNDRED FIFTY AND 1/100 PARTS OF 100, 1.4

being the same as the Indenture hereinafter mentioned and existing under the laws of the State of New York, being in the sum of

781.2 ATLANTIC AVENUE, P.O. BOX, NEW YORK at or before the recording and delivery of these presents, the same when it is now acknowledged, has granted, bargained, sold, assigned, transferred, and set over and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said

NASSAU SAVINGS AND LOAN ASSOCIATION

its successors and assigns, that certain Indenture of Mortgage, bearing even date herewith, in the above amount, made and executed by Bertie N. Mitchell and Carol Mitchell, his wife to the said LEVITT RESIDENTIAL COMMUNITIES, INC., and intended forthwith to be recorded in the office of the County Clerk of Nassau County, State of New York, secured upon the following described premises:

ALL that certain lot, piece or parcel of land of land situate, lying and being at The City of Glen Cove, Nassau County, State of New York, being known and designated as Lot No. 1, Block No. 1, of a certain map entitled "Amended Map of High Elms at Glen Cove, Section 1, dated July 3, 1929 prepared by Levitt & Sons, Inc. and filed in the Office of the County Clerk of Nassau County on January 12, 1971 as map No. 1, 1.

Together with the hereunto and premises, and by the said Indenture of Mortgage particularly described and granted or intended and intended so to be with the appurtenances and the Bond or Obligation of said Indenture of Mortgage mentioned and intended to be secured and all monies due and to grow due thereon and all its estate, right, title, interest, property claim and demand in and to the same.

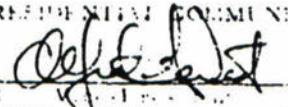
TO HAVE AND TO HOLD the same unto the said

NASSAU SAVINGS AND LOAN ASSOCIATION

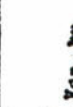
its successors and assigns to its proper use, benefit and behoof forever, subject nevertheless to the equity of redemption of said Mortgage in the said Indenture of Mortgage named and described herein or their heirs, executors, administrators and assigns hereon

IN WITNESS WHEREOF, the said Association, with its corporate seal, presents to be signed by its proper officers this 20th day of April, 1971.

LEVITT RESIDENTIAL COMMUNITIES, INC.

By 
Assistant Vice President
ALFRED G. WHITE


Assistant Vice President

Noted by  Ver. by 
Section 1, Block 1, Lot 1

MAY 3 1973



8/13

STATE OF NEW YORK)
COUNTY OF SUFFOLK)

On the 2nd day of April 1973, before me personally came ALFRED G. WEST, to his own knowledge and free will, did depose and say that he resides at No. 10 Owens Place, East Northport, New York, and is the Assistant Vice President of

LEVITT RESIDENTIAL COMMUNITIES, INC.

the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation; that the seal affixed to said instrument is a true and correct copy of the seal of said corporation; that it was so affixed by the board of directors of said corporation, and that he signed it in his name in the presence of the said

DESSA H. VOLST

Notary Public

Notary Public

#1

MAY - 3 1973

NEW YORK

Job No. GC-137

ASSIGNMENT OF BOND & MORTGAGE

LEVITT RESIDENTIAL COMMUNITIES, INC.
to

NASSAU SAVINGS AND LOAN ASSOCIATION

Lot No.: 83

Section No.: 5

The City of Glen Cove
Nassau County, State of New York

STATE OF NEW YORK)
COUNTY OF)

ss:

Recorded in the office of the County Clerk
in and for County, New York in
Liber. of Mortgages
at Page

Witness my hand and Seal of office at
Mineola, New York, this day
of A.D. 19

County Clerk

Please Record and Return to

CITY TITLE
INSURANCE COMPANY

32 Broadway, New York, N. Y. 10004

RECORDED

MAY 3 3 55 PM '73
HAROLD W. MCCONNELL
COUNTY CLERK
NASSAU COUNTY

540

17219

WTE 9157 PAGE 305

no
consideration

THIS INDENTURE, made the 1 day of July, nineteen hundred and seventy-four
BETWEEN BERTIE N. MITCHELL, residing at 69 Hitching Post Lane,
Glen Cove, New York

party of the first part, and CAROLE MITCHELL, residing at 69 Hitching Post
Lane, Glen Cove, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Glen Cove, County of Nassau, and State of New York, known and designated as Lot No. 83, Block No. 60, on a certain map entitled Amended Map of High Elms at Glen Cove, Section 5, filed in the office of the Clerk of the County of Nassau on January 12, 1970, as Map No. 8274

TOGETHER WITH an easement over the streets as shown on the said map to the nearest public highway.

SUBJECT to covenants, restrictions, mortgages, agreements and easements of record, including easement areas, if any, shown on the aforesaid map as affecting portions of the premises.

Said premises being known as 69 Hitching Post Lane, Glen Cove, New York.

(1) Lotted, 2-Verdopol-Verke
Section 30 Block 60 Lot 83
AUG 0 1974

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

James S. Luff

Bertie N. Mitchell
BERTIE N. MITCHELL

STATE OF NEW YORK, COUNTY OF *Nassau* SS:

On the *1* day of July 1974, before me personally came BERTIE N. MITCHELL

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

HAROLD CLARKE

Harold Clarke
Notary Public, State of New York
No. 88-8332615
Qualified in Nassau County
Term Expires March 30, 1975

1975

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19, before me personally came to me known, who, being by me duly sworn did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

REAL ESTATE STATE OF
TRANSFER TAX NEW YORK
6.07 00.00
63144 AUG-274

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

4-2-EX
Bargain and Sale Deed
WITHOUT COVENANT AGAINST GRANTOR'S ACTS
TITLE No. *Sumner P/A Mitchell*

TO

Mitchell

STANDARD FORM OF
NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

American
TITLE
INSURANCE COMPANY
GUARANTEED TITLE DIVISION

SECTION 30
BLOCK 60
LOT 83
COUNTY OR TOWN

NASSAU

Recorded At Request of American Title Insurance Company
RETURN BY MAIL TO:

Bobroff, Olonoff & Scharf
122 East 42nd Street
New York, N. Y. 10017

Exp No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECORDED

AUG 5 11 29 AM '74
WILLIAM W. MCCONTELL
COUNTY CLERK
NASSAU COUNTY

A 255

26325

DEED 8708 181

AMERICAN TITLE INSURANCE CO.
GUARANTEED TITLE DIVISION

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 19 day of May, nineteen hundred and eighty.

BETWEEN CAROLE MITCHELL, residing at 69 Hitching Post Lane, Glen Cove, New York:

party of the first part, and PHILLIP WILLIAMS and SHIRLEY WILLIAMS, his wife, both residing at 96-08 57th Avenue, Rego Park, New York 11368

party of the second part.

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Glen Cove, County of Nassau and State of New York, known and designated as Lot No. 83, Block No. 60, on a certain map entitled, Amended Map of High Elms at Glen Cove, Section 5, filed in the Office of the Clerk of the County of Nassau on January 12, 1970, as Map No. 8274, which said lot is more particularly bounded and described, according to said map, as follows: BEGINNING at a point on the westerly side of Hitching Post Lane, distant 210.30 feet southerly from the extreme southerly end of a curve which connects the westerly side of Hitching Post Lane with the southerly side of Branding Iron Lane; RUNNING THENCE southeasterly, along Hitching Post Lane, along the arc of a curve bearing to the left and having a radius of 65 feet, a distance of 43.80 feet; RUNNING THENCE south 19 degrees 23 minutes 59 seconds west, 106.53 feet; RUNNING THENCE north 86 degrees 27 minutes 58 seconds west, 99.22 feet; RUNNING THENCE north 17 degrees 27 minutes 58 seconds west, 51.02 feet; RUNNING THENCE north 58 degrees 00 minutes 38 seconds east, 137.00 feet; to the westerly side of Hitching Post Lane, the point or place of BEGINNING.

Said premises known as 69 Hitching Post Lane, Glen Cove, New York. Being the same premises conveyed by Bertie N. Mitchell to Carole Mitchell by deed dated July 1, 1974 and recorded August 6, 1974 in Liber 8708 cp 180.

TOGETHER with all right, title and interest, if any, of the party of the first part of and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in, and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenant that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Carole Mitchell
CAROLE MITCHELL

REG 9273 REC 449

Lot 83
Block 60
Section 5
Ver 7
Post 7
Ver 7

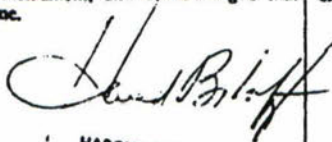
JUN 2 1980

STATE OF NEW YORK, COUNTY OF NASSAU

On the 14 day of May 1980, before me personally came

Harold B. Bobroff

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.



HAROLD BOBROFF

30
Nassau County
NY

STATE OF NEW YORK, COUNTY OF

On the day of personally came

19, before me

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. R-444559 N

SECTION

BLOCK

LOT

COUNTY OR TOWN CITIES & VILLAGES

7-4-1215

TO

121-11-

Recorded at Request of American Title Insurance Company

RETURN BY MAIL TO:

William A. White
740 St. Nicholas Ave
New York City, NY 10031 Zip No.

JUN - 2 1980

STANDARD FORM OF NEW YORK
BOARD OF TITLE UNDERWRITERS

Distributed by

COMMONWEALTH LAND
TITLE INSURANCE COMPANY

19220

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECORDED

JUN 2 2 57 PM '80

HAROLD W. McCONNELL
COUNTY CLERK
NASSAU COUNTY

522

LEED 9273 PAGE 450



13/13

ONE PAGE MEMORANDUM WITH ATTACHMENTS (SEVEN PAGES) WERE REMOVED

RESUME

Malvin J. Harris
900 Washburn Avenue, North
Minneapolis, Minnesota 55405
529-7689

Office:
2506 Park Avenue, South
Minneapolis, Minnesota 55404
348-8411

WORK EXPERIENCE

.....October 1974 - Present

Executive Director

Minnesota Urban Comprehensive Employment & Training Consortium

2506 Park Avenue, South

Minneapolis, Minnesota 55404

Work Performed

Ultimately responsible to the Executive Committee for the development, preparation, presentation and implementation of CETA (Comprehensive Employment and Training Act, 1973) funds allocated by the Department of Labor to the Consortium Area for Manpower implementation. Geographically, this area includes the City of Minneapolis, Anoka, Carver, Hennepin, Scott and Washington Counties.

Develop goals, objectives and an overall proposal for approval by the Executive Committee and presentation to the Department of Labor for funding.

The aforementioned proposal is to effectively implement programs which will enable unemployed, underemployed or economically disadvantaged individuals, within jurisdictional priorities, to be trained and/or prepared for the "world of work" and unsubsidized employment.

Organize the Consortium staff and resources for carrying out program plans by: directly carrying out or delegating to staff the following responsibilities:

- Direct accountability that all resolutions, rules, regulations and policies of the Executive Committee are executed.
- Responsibility for the preparation and presentation to the Executive Committee such plans, programs, budgets and procedures as are necessary to carry out the powers of the Executive Committee, or the efficient administration of the affairs of the Executive Committee.
- Responsibility for keeping the Executive Committee fully apprised of the Consortium financial condition.
- Represent the Consortium to the general public, as well as local, state and federal agencies.
- Maintain effective relationships with city, county, federal and state officials and community organizations, including labor, business, education and agricultural organizations.

.....November 1972 - October 1974
 Executive Director
 Concentrated Employment Program (CEP)
 Minneapolis, Minnesota

Work Performed

Develop and gain agreements on goals, objectives and priorities for CEP by: obtaining information on the social and economic status of people in the area to be served; analyzing the information to determine the employment problems of the area residents and employment opportunities in the local area; surveying the available community resources, including business organizations, public and private agencies and neighborhood organizations for support in performing the functions of the CEP; and determining the essential activities that the CEP must perform to close the gap between needs of identified groups of the disadvantaged, available community resources and identified employment opportunities to achieve self-sufficient employability for area residents.

Direct and review the development of program plans and budgets by: assigning staff to develop the programs and activities of the CEP; establishing the emphasis and priorities for program plans, and reviewing these plans on an ongoing basis; ensuring that the final program plans meet the needs of the residents and that budgetary allocations reflect the priorities of the CEP.

Further direct and review the development of program plans by: scheduling the various activities of each client service over the contract period and determining what accomplishments should be monthly and for the contract period; establishing specific guidelines by which to measure the results and expenditures of each program; preparing and presenting the CEP proposal to the Sponsor for approval and presenting the CEP proposal to the U.S. Department of Labor for funding.

admitted
Organize the CEP staff and resources for carrying out program plans by: directly carrying out or delegating to staff the following responsibilities:

- .. planning and replanning
- .. selecting subcontractors and developing effective and workable agreements concerning subcontract responsibilities, subcontract staff and subcontract performance
- .. administering the CEP
- .. coordinating CEP operations
- .. evaluating CEP performance on a regular basis and making program adjustments when necessary

- . meeting Federal reporting requirements
- . receiving and disbursing CEP funds
- . employing, promoting, transferring and discharging staff
- . providing training and development to enable staff to meet performance expectations
- . specifying responsibilities, decision authority and working relationships among management level staff and subcontractors, and ensuring that each subsequent management level performs in accordance with the function as defined or assigned
- . translating CEP goals and strategy into individual staff performance expectations.

Administer the day-to-day activities of the CEP by: overseeing fiscal administration and information flow to ensure that these systems provide responsive and reliable information about current program operations; determining whether policies and procedures are being carried out in accordance with the job objective; and by ensuring that specific work assignments are scheduled, work completion dates are met and quality standards are imposed for staff-assigned tasks.

Review and evaluate results of program operations by: conducting monthly reviews of results of various programs against specific goals and costs of operations against cost estimates; and by conducting a comprehensive evaluation of program performance on a yearly basis; from these reviews and evaluations, identifying problems and deficiencies and making adjustments where necessary.

Act as Public Relations Officer by: representing the CEP in its dealings and relationships with community groups, local, State and Federal governments, and other private and public agencies.

March 1971 - November 1972

Community Planner
State of Minnesota
Office of Local and Urban Affairs
St. Paul, Minnesota

Work Performed

consultation
Provided technical assistance and advisory services to local units of government throughout the State on a continuing basis for the purpose of insuring both sound planning and effective implementation. The performance of this technical assistance and advisory service included but was not limited to:

- . acquainting public officials, staff and citizens as to the nature of the planning process and its role in community development

consultation
Advisory

- advising localities on the establishment of planning agencies and the organization of public officials and citizen groups to carry out effective, continuing planning programs
- advising local officials about the availability of Federal funds for advisory and financial assistance to initiate and carry on the planning process, as well as planning requirements for Federal and State grants
- encouraging joint planning efforts where appropriate between local units of government
- assisting the State's three Model City programs in identifying State administrative obstacles and acting as liaison between the Model City programs, the U.S. Department of Housing and Urban Development and various State departments.

.....February 1970 - March 1971

Social Planner
St. Paul Model Cities
St. Paul, Minnesota

Work Performed

In conjunction with the Model Cities concept, developed and implemented plans for directing and coordinating various social programs and agencies by initiating and maintaining contacts with a wide variety of private and public community resources, writing and developing programs to meet community needs; participating in special committees, task forces and professional conferences; negotiating with social and governmental agencies dealing with education, housing, health, crime, welfare and employment.

.....June 1968 - February 1970

Director of Manpower Programs
Greater Omaha Community Action, Inc.
Omaha, Nebraska

Work Performed

Developed and implemented plans for directing and coordinating the various aspects of a continually evolving comprehensive manpower delivery system by: directing budget preparation and controlling personnel assignments, training, utilization and evaluation; developing techniques, procedures and program activities which contributed to effective implementation and accomplishment of project goals; conducting staff meetings to evaluate and revise methods, organization and procedures; drafting and developing proposals related to employment programs with the major responsibility for negotiating with Federal and State agencies for funding.

..... July 1967 - June 1968

Executive Director

Hall County Opportunity Program, Inc.

Grand Island, Nebraska

Work Performed

Planned, directed, controlled and evaluated the operation of the agency through subordinates to whom appropriate authority was delegated by: interpreting and enforcing policies established by the Board of Directors and implementing policies and procedures for efficient administration of programs and activities; developing or encouraging the development of ideas which could be formulated into effective programs designed to accomplish the mission of the agency.

..... January 1966 - July 1967

Teacher

Nebraska Boys' School

Kearney, Nebraska

Work Performed

Taught Civics, Modern Problems and U.S. and World Geography; coached football, baseball and basketball.

References will be furnished upon request.

Withdrawal/Redaction Marker

Clinton Library

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
001. report	[Personally Identifiable Information] [partial] (13 pages)	00/00/1981	b(6)

COLLECTION:

Clinton Presidential Records
Staff Secretary
Todd Stern
OA/Box Number: 9310

FOLDER TITLE:

Inspector General Documents [Folder 1] [2]

2019-0774-S

rs3389

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview June 11, 1981

MELVIN J. HARRIS was interviewed at his place of business, 3226 Nevada, Crystal, MN, by RSAC DEIRDRE M. TANAKA. He voluntarily provided the following information:

Personal History:

DOB: (b)(6)
HEIGHT: 6'4"
WEIGHT: 222 lbs.

POB: (b)(6)
MARITAL STATUS: Married in 1971
two children

He was the fourth born in a family of ten children. He was the second child to graduate from high school and the only child to graduate from college. He attended Hastings College on an athletic scholarship where he played football, basketball, baseball and golf. His major subjects were theology, geography, and sociology. Upon graduation, he secured a teaching position at a nearby school. Because he found himself getting emotionally involved with his students' problems, he looked for a position in a related field. A friend of his offered him a position with a local OEO program agency in approximately July 1967. After a week on this job, his friend quit and he became the acting OEO director. He acquitted himself very well in the administrative aspects of this position and was then offered a position as Director with a Community Action Agency in Omaha, Nebraska. He believed himself to be too young and inexperienced for this position and eighteen months later (March 1971) he accepted a position in St. Paul as a social planner with the Model Cities program. At the same time he was working in St. Paul he also taught a course on urban studies, completed his masters degree in geography and participated in efforts with the State Welfare Reform agency. In or around November 1972 he was given a contract to manage the Concentrated Employment Program for the City of Minneapolis.

Date Dictated _____

By RSAC Deirdre M. Tanaka DWT

Date Transcribed 6/22/81

At Crystal, MN

File No. 50-0578-0003-A

The CETA program came into existence two years later (October 1974). He applied for and was selected for the position of CETA Director for the Minneapolis Consortium.

This consortium disbanded in 1976 because the local governmental units including the City of Minneapolis, Hennepin County and four other counties had dissimilar goals and needs. The new CETA prime sponsors were the City of Minneapolis, Hennepin County and the Quad Cities Consortium. When he became aware that the position he occupied would no longer exist, he approached the Consortium's Executive Committee and ETA Region V and offered to manage the close out of the disbanded Consortium's remaining grants and subcontracts as a consultant. Meanwhile the three new prime sponsors selected new CETA Directors for their programs.

The Board approved his proposal and he hastily contacted his attorney for incorporation of his new position. He does not know who his attorney selected as his directors. He is the sole owner and controller of MEL HARRIS & ASSOCIATES. He has one mandatory board meeting per year at his attorney's instructions. He incorporated in order to avoid any conflict of interest situation and to be free to do other projects. He dislikes using the term "consulting" as descriptive of his organization. His employees are an intense group, who are "not interested in getting rich" but who are interested in personal and professional growth and facilitating the smooth flow of program activities.

Specific examples of the types of management support his company provided were produced, including an operations procedure manual, a staff training manual, and a schematic of participant and work flow processing. He expressed proficiency in performing duties in practically all aspects of CETA management with the exception of accounting, EDP and some MIS. Recently, his people completed a demographic survey of a neighborhood in change and provided job search assistance. Also, in the last four months he and his staff served as interim management for the Minneapolis Community Action Agency after the director left under questionable circumstances. His staff streamlined the weatherization procedures.

His Consortium staff at the time of incorporation consisted of approximately 53 positions. These positions remained under the Consortium, and all compensation for these employees went directly from the Consortium to the employees.

However, he continued to manage all operations but was paid by the Consortium as MEL HARRIS & ASSOCIATES. As the grant process was completed, he transitioned the majority of these employees to other new prime sponsor positions while he retained one as an employee of MEL HARRIS & ASSOCIATES; the complete close down cycle took approximately 9 months.

While the prime sponsors were realigning, he received a second grant of \$27,000 from the Minneapolis Consortium to effect coordination between the WIN and CETA programs for a one year period. He characterized his business as having some very lean years between the first eighteen months of incorporation and the last eighteen months. The corporation owns the business' residential duplex (3226 is outfitted as an office, while 3220 is rented to a family). However, during the operation's early years their office had been relocated twice in downtown Minneapolis. He had difficulty meeting the \$400 rent for unsafe and decrepit offices. During one point, he was the only employee and had only \$1200 in the corporation's checking account.

He generally outlined the history of MEL HARRIS & ASSOCIATES as follows: During 1976, he received a 9 month contract to close out the Consortium. During 1977 he received two one-year contracts with Dakota County (approximately \$25,000) and with City of Minneapolis/Hennepin County (approximately \$65,000) to do CETA coordination consulting. Both of these contracts were extended for six months, and both originally resulted from RFPs. In or around this time he received a \$20,000 contract from a rural Pennsylvania prime sponsor official vacationing in Minnesota by a friend employed by the Consortium. During 1977 his staff had grown from himself and one person to a total of three. In 1978 he began laying off employees. His wife became CETA Director for Minneapolis and he could no longer contract with that prime sponsor. He recalled doing a small technical assistance project on AAP for Hennepin County. He submitted numerous proposals around the country. He also attended some CETA Directors' meetings with his wife and tried "marketing" his services to them. A CETA Director in New Orleans, LEO TURNER, suggested that he try to become involved with one of the Welfare Demonstration Projects. After numerous contact attempts he personally visited the ETA National Office official in charge of the projects, CLAYTON CANTRELL. He had already done a direct mailing to all sixteen prime sponsors with a project. Sometime later, (around August 1979) CANTRELL called him and advised that there would be a project workshop in Mobile, Alabama and asked him to do a presentation. Out of this presentation he signed three

clients, Columbus, OH, Mobile, AL, and Baton Rouge, LA.

The contracts he was awarded were not in response to RFPs. He believed that the prime sponsors requested waivers because they were all behind in meeting their performance criteria. All the contracts were originally for either six or nine months. Subsequently the contracts for Baton Rouge and Mobile were extended. The Columbus contract was a fixed fee contract, and the Baton Rouge and Mobile contracts were a combination of fixed fee and time and material provisions. These contracts usually paid their travel costs. Currently the only CETA contract he is handling is for Mobile, AL.

Generally, the three original contracts required staff training, refinement of outreach and intake procedures and modification of other management procedures. The current contract with Mobile, AL occurred when ETA decided to terminate the Demonstration Project. He submitted proposals to Baton Rouge and Mobile to close down their programs, but Baton Rouge decided to use a local management consulting firm.

He subcontracts a portion of the activities in the Mobile project to a Washington firm, GREEN and HERMAN. He recalls that this arrangement was originally discussed at a cocktail party given during a ETA NO meeting on close out procedures held in Washington, D.C. He was there as both a representative for Mobile and Baton Rouge, and as a "marketer" for his services to the other prime sponsors. He met ALEXIS HERMAN at the party and he believed that she was also "marketing" her consulting services. He had met HERMAN briefly once or twice before, perhaps at CETA Directors' meetings. He heard that the Mobile CETA Director, SIDNEY RAINE, had been previously contacted by HERMAN who also desired the close out contract and was told that "MEL HARRIS knows the system and to work it out with him." The day after the cocktail party he had lunch with HERMAN. He knew from his experience with the Minneapolis grant close-down that he did not have a sufficient workforce to handle the entire process during the time allotted. In addition, HERMAN is from Mobile and he needed the "political" support for intended placement activities. By political support, he meant that her firm handled the press conference and contacts with local businesses. Also her firm is assisting with property and is reviewing responses to RFPs for audit. Her firm and his usually alternate work periods in Mobile. HERMAN's firm is invaluable in conducting research and development, (explained as getting timely responses from ETA NO on programmatic problems encountered in closing out the program).

His current employees are:

BARBARA WRIGHT
SONJI JOHNSON
JULIE TALBERT
RONNIE RODIGAN

HERMAN's employees are:

GLORIA (LNU)
PAULA (LNU)
ERNEST GREEN

Also, during one phase on the Mobile project, he hired seventeen local people to do job search training. These people were employed for a 7 week period and paid every other week. They were all paid by MEL HARRIS & ASSOCIATES as independent contractors. The teachers were selected from persons responding to a newspaper ad and from his search of the CETA application file.

His primary contact at his subcontractor is HERMAN. He has spoken with GREEN on very few occasions. He recalled meeting GREEN briefly at an ANDREW YOUNG speech in Mobile, Alabama, perhaps 2 years ago. HARRIS was in Mobile working on the original Mobile contract at the time. He disclaimed knowledge of or dealings with any individual named GODWIN.

His company received a one-third advance on their Mobile close-out contract, \$99,000, in late March 1981. He recalled paying HERMAN's firm \$12,500 on or around April 5, 1981, and subsequently paying an additional \$12,500 on or around April 17-20, 1981. He has not submitted an invoice to Mobile for the costs incurred to date; both firms are working on the advance. He believes that HERMAN's costs will be higher than originally anticipated because of the amount of time her staff has been on site. Her contract is both time and materials and fixed fee. The fixed fee portion is for a management evaluation of the project.

He disclaimed making any political contributions either directly or indirectly. He further stated that he had been briefly involved with Democratic Ward politics in approximately 1973 for a few months. His wife obtained her CETA directorship through the City of Minneapolis' competitive civil service process. She is currently working under her third mayor. The political aspect of dealing with GREEN/HERMAN or Minnesota CETA contractors never surfaced. In fact he found it an affront to his character and was concerned that he would be "blackballed" from further contracts. He originally believed

OIG was interested in a conflict of interest because of his and his spouse's jobs. In fact, during his Minneapolis CAA project a board member alleged that he had a conflict. (According to HARRIS this CAA does not receive DOL funds through his wife's prime sponsor). He reiterated that he had hired GREEN and HERMAN because of their abilities and given a similar situation he would hire them again.

Deirdre M. Tanaka
Regional Special Agent-in-Charge

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview October 19, 1981

On October 19, 1981, BARBARA J. WRIGHT, SSN: (b)(6) 900 Washburne Avenue North, Minneapolis, MN 55411 (home telephone: 612/521-3482) was interviewed at the office of MEL HARRIS & Associates, 3226 Nevada, Crystal, MN. WRIGHT provided in essence the following information:

WRIGHT has been employed by MEL HARRIS & Associates since February 13, 1981. WRIGHT related that she has never met GREEN nor talked to him. She had met and talked with ALEXIS HERMAN on one occasion at Mobile. WRIGHT related she knows of no one named LAMOND GODWIN. WRIGHT was hired specifically for the Mobile close-out contract. WRIGHT related she could provide no information as to how HARRIS came by the close-out contract. She further denied having any knowledge of any financial or personal relationships between HARRIS, GREEN or HERMAN. WRIGHT related that her responsibilities relative to the Mobile close-out consisted of generally setting up the operation and working with PAULA GREENFIELD who worked for GREEN, HERMAN & Associates on the inventory. GREENFIELD and WRIGHT worked closely to assure that they did not overlap work efforts. "ROBIN" also worked for GREEN, HERMAN & Associates along with another female employee who she knew as "GLORIA". WRIGHT related that staff from MEL HARRIS & Associates and GREEN, HERMAN & Associates frequently worked past the normal work day and all had responsibilities which were well assigned and delineated by their employers. WRIGHT estimated that she took approximately eight (8) trips for two to three days each to Mobile to work on site. WRIGHT also prepared payroll and accounting records in Minneapolis on the project. WRIGHT related that HARRIS was on site in Mobile more than anyone else, and worked hard on the project.

By SA Whitney V. Adams 

At Crystal, Minnesota

Date Dictated _____

Date Transcribed 10/22/81

File No. 50-0578-0004 A30

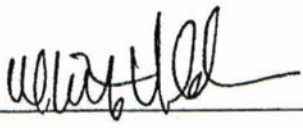
U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview October 21, 1981

On October 20, 1981, SONJIE JOHNSON, SSN: (b)(6) 629 5th Street SE, Minneapolis, MN 55414 (home telephone: 612/331-2681) was interviewed at the office of MEL HARRIS & Associates, 3226 Nevada, Crystal, MN. JOHNSON provided in essence the following information:

JOHNSON was employed at MEL HARRIS & Associates between March 30, 1981 and October 2, 1981. She had been hired for the Mobile Close-Out Project, specifically job placement. JOHNSON related she had met GREEN and HERMAN in Mobile in mid-April 1981. She related that she only met them briefly, however HERMAN was frequently at the worksite. JOHNSON knows of no one named LAMOND GODWIN. JOHNSON related that she had worked with hire programs before, doing placements, and had participated in workstudy projects prior to her employment. JOHNSON has a Master of Arts Degree in Education and has given seminars on, and has done work in private industry councils. JOHNSON related that she knows nothing pertaining to HARRIS' obtaining the contract for the Mobile close-out. She does not believe that HARRIS has any personal relationship with either GREEN or HERMAN. JOHNSON related that she was in Mobile at the worksite during the entire first eight (8) weeks of the program during which the 17 new employees of MEL HARRIS & Associates were indoctrinated. During her time at Mobile, she had observed GLORIA CATARES, PAULA GREENFIELD, and "MARTHA" working at the site, all employees of GREEN, HERMAN & Associates. JOHNSON related that she also assisted in the property inventory conducted at Mobile. JOHNSON also wrote the model design, the report to the National Office, and all the job related memos. JOHNSON related that HARRIS along with all of his employees and those from GREEN, HERMAN & Associates worked diligently on the project. JOHNSON was not aware of any financial transactions between GREEN, HERMAN, and HARRIS.

By SA Whitney V. Adams 

At Crystal, Minnesota

Date Dictated _____

Date Transcribed 10/22/81

File No. 50-0578-0004 A30



Type of Report		City/State of Investigation		DOL Program	
☐ Preliminary	☒ Final	Minneapolis, Mn		ETA/CETA	
☐ Special	☐ Supplemental	Date of Report		Case Number	
		June 17, 1981		50-0578-0003A30 30-0578-0002	
Subject		Reviewers' Initials			
Mel Harris & Associates, Inc. Request for Assistance					
		Date Reviewed			
Special Agent		Regional Office			
Deirdre M. Tanaka		Chicago, Illinois			

1. Initiation of this investigation is predicated on a Philadelphia RIO request for assistance dated May 20, 1981. Chicago agent personnel were requested to interview Mel Harris and to obtain information concerning his subcontract of CETA consulting services with Green-Herman and Associates, Inc. Investigative efforts were made by RSAC Deirdre Tanaka at Minneapolis and St. Paul Minnesota on June 10 and 11, 1981.

2. Details of the interview with Mel Harris are contained in the attached Report of Interview. Also attached are the Articles of Incorporation for Mel Harris & Associates, Inc. and Harris' resume. The State of Minnesota does not require its domestic corporations to file annual reports. Since all requested actions have been completed, this case is being closed.

Deirdre M. Tanaka
Deirdre M. Tanaka
RSAC

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U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview October 19, 1981

On October 19, 1981, MEL HARRIS was interviewed at his office located at 3226 Nevada, Crystal, MN. HARRIS was advised that the purpose of the interview was to obtain additional information relative to his initial interview of June 11, 1981. HARRIS freely consented to provide additional information. HARRIS provided in essence the following information:

HARRIS had initially become aware that there might be a possibility of a contract between his consulting firm and the Mobile County Consortium during his 1979 meeting in Washington, D.C. with CLAYTON CANTRELL. HARRIS had heard about the Office of Welfare Reform and had taken the trip to see CANTRELL in an effort to market his skills in the area of "Welfare Reform". HARRIS had been led to understand that there was a meeting of representatives from sixteen (16) cities in Mobile, Alabama. HARRIS was advised by CANTRELL that he, himself, had no projects for which he could use HARRIS' skills, however he requested HARRIS give a "presentation" at the Mobile conference. After HARRIS' presentation at the conference he met with SIDNEY RAINE, who was the Director of the Mobile County Consortium. RAINE had been impressed by HARRIS' presentation and they discussed the upcoming demonstration project. HARRIS provided input as to his abilities in that area and RAINE suggested that HARRIS submit a written proposal to him. Upon HARRIS' return to Minnesota, he did prepare a proposal which he submitted to RAINE approximately two weeks after their meeting. HARRIS had not met RAINE prior to their meeting at the "workshop". During the two week period between their meeting and HARRIS' submission of his proposal, HARRIS does not believe he saw RAINE, however he did call him on approximately two occasions. The calls generally centered around HARRIS' description of his proposal. To HARRIS' knowledge no one else submitted proposals for the project.

When asked if CANTRELL had contacted RAINE or helped HARRIS in any other way in obtaining the contract, HARRIS replied

By SA Whitney V. Adams *WVa*
At Crystal, Minnesota

Date Dictated 10/21/81
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that to the best of his knowledge CANTRELL had not.

When asked to elaborate on his initial meeting with HERMAN, HARRIS related that his first meeting with her was in 1980. HARRIS was staying at the Hilton Hotel in Mobile at the time. During that time ANDREW YOUNG, JESSE JACKSON and others were giving lectures in Mobile. HARRIS was introduced to HERMAN and GREEN at the one of the lectures. He had been introduced to GREEN as "Secretary GREEN" and HERMAN was identified as being connected with the Women's Bureau. HARRIS also had ridden in a car with GREEN and a couple of other people. On neither occasion did he exchange other than "pleasantries" with GREEN or HERMAN. HARRIS described himself as a wall-flower and explained that it would not have been in his nature to "relate" to persons in such high positions. These had been HARRIS' only contacts with GREEN until after he had gotten the close-out contract..

In 1981, HARRIS went to a meeting in Washington, D.C. He had gone there to market his "close-out services". After the first day's session HARRIS again met HERMAN who had approached RAINE in an attempt to get the Mobile close-out contract. HARRIS had already advised RAINE that he would accept the project, although he cannot recall whether his presentation had been drafted at that point. RAINE had advised HERMAN to contact HARRIS about the contract. HARRIS assumes RAINE did this as he might have known that HARRIS normally subcontracts much of his work to avoid having to hire people for specific projects, train them and terminate them when the project is completed. HARRIS believes he may have had the "edge" on the contract as he was already under the initial contract with Mobile and had been doing a good job under that contract. At that point, he had been working for Mobile for approximately two years. *

HARRIS was impressed with HERMAN's programmatic knowledge and ideas. He knew she would be in a better position to arrange for the portion of the contract requiring job placement for previous employees of the Consortium, upon close-out. HERMAN had "connections" in Mobile whereas HARRIS was a virtual unknown.

HARRIS related that even during the subcontract he had very limited contact with GREEN. He was satisfied with HERMAN's qualifications and skills so he automatically dealt with her. He only needed HERMAN's local contacts as HARRIS himself could handle the close-out portion of the contract. GREEN had virtually no assests needed by HARRIS.

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HARRIS related that he does have GREEN's home telephone number (202/462-0619) however does not have his home address. HARRIS does not recall if he obtained the telephone number from GREEN or one of his staff. HARRIS is positive that he did not have the number prior to the subcontract. HARRIS had called GREEN at his home on approximately two occasions, only to discuss subcontract matters. HARRIS has never been to GREEN's home nor GREEN to HARRIS'. HARRIS has personally seen GREEN on approximately six (6) occasions since the subcontract.

HARRIS first saw LAMOND GODWIN in Mobile at the ANDREW YOUNG presentation. GODWIN was a co-lecturer on the agenda. HARRIS did not say anything to GODWIN at the time. HARRIS does not know exactly what GODWIN did but believes he was a department head in USDOL. HARRIS related that he may have forgotten to mention this "meeting" in his initial statement due to its insignificance. The only other time HARRIS has seen or talked to GODWIN was during a press conference in Washington, D.C. The conference was just prior to the letting of the close-out contract. HARRIS had accepted a ride to the press conference being given by JESSE JACKSON. GODWIN, GREEN and one or two others were present in the automobile. HARRIS did not converse with either, other than offering a salutation. Those were the only two occasions during which HARRIS had contact with GODWIN. HARRIS does not know what GODWIN presently does by way of employment, and knows of no connection between GODWIN and GREEN, HERMAN & Associates. HARRIS denies ever having any financial or personal transactions to include loans, payments, or favors between himself and GODWIN. The only contact with GREEN or HERMAN has been the subcontract to them for the close-out of the Mobile Consortium. Other than HARRIS' contracts with Mobile he denies any financial or personal dealings with RAINE.

HARRIS has never had a personal secretary at MEL HARRIS & Associates.

HARRIS provided the following information concerning his employees participation in the close out project:

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BARBARA WRIGHT worked on site much of the contract period on the inventory and participant files. She also provided logistical coordination in setting up the administrative job search.

SONJIE JOHNSON served on site much of the time as Project Coordinator for the job search. She also conducted the training for the new employees (17) who were to assist in the job placement portion of the contract.

JULIE TALBOTT spent lengthy periods in Mobile working on the actual close-out functions. She also worked on the inventory and participant file work.

RONNIE RODNINGEN was employed between March and June 10, 1981 and spent much of that time working at Mobile with staff utilization and in the area of technical assistance.

HARRIS also spent much of his time on site at Mobile working on, and overseeing the close-out operation.

At the end of the day, his employees would conduct a debriefing to ascertain what had been accomplished and what needed to be done. Written daily logs were prepared.

GREEN, HERMAN & Associates prepared written monthly reports on their activities and also supplied telephonic updates to HARRIS.

GREEN, HERMAN & Associates were responsible for the inventory reconciliation and also prepared a cost analysis study to determine savings resulting from MEL HARRIS & Associates' efforts. They also set up employment opportunities and did job placement follow up. Their function required a significant amount of research on their part.

HARRIS maintains two bank accounts relative to MEL HARRIS & Associates. His general operating account is #100-299-7 at the Golden Vally Bank, Golden Valley, MN. The second bank account is #07-904-90 at the First National Bank of Mobile, Mobile, Alabama. The Mobile account was used to pay most of the miscellaneous expenses on the Mobile contracts. The Golden Valley account disbursements included expenses incurred in travel, lodging, and other related expenses to and from Mobile.

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HARRIS denied having ever made any payments, loans, etc to ERNIE GREEN, ALEXIS HERMAN, or LAMOND GODWIN. The only payments made to GREEN, HERMAN & Associates were payments made in the name of GREEN, HERMAN & Associates and were made by interbank transfers, for work performed on their subcontract to HARRIS. The interbank transfers were made to GREEN, HERMAN & Associates, United National Bank, International Square Branch, 1850 Kaye Street, NW, Washington, D.C. 20019, account #104-00522-8. The following is a list of all deposits made by HARRIS to GREEN, HERMAN & Associates:

<u>DATE OF TRANSFER</u>	<u>AMOUNT OF TRANSFER</u>
April, 1981	2 transfers at \$12,500@
July 14, 1981	\$10,000
July 30, 1981	\$ 9,934.50
August 4, 1981	\$12,840
September 22, 1981	\$ 4,011.50
October (?)	<u>\$13,214</u>
TOTAL:	<u>\$75,000</u>

(AGENT's NOTE):

The above schedule of payments was obtained telephonically by HARRIS from his accountant, THOMAS MYSLAJEK, 648 Laurie Avenue, NE Minneapolis, MN (telephone: 612/781-2771). HARRIS does not believe the dates of the transfers are correct, although they would be close. HARRIS related that all payments were based upon invoices submitted to him by GREEN, HERMAN & Associates.

HARRIS related that he dealt with JOHN HUDSON, Director of the Mobile EOPP Program, RAINE and the Consortium Board in obtaining his contracts with Mobile and obtained the contracts on his own merits.



Whiteny V. Adams
Special Agent

EXHIBIT 11

On October 20, 1981 the following telephone numbers were obtained after being identified having been placed to Washington, D.C. (area code 202) from telephone no. 612/537-0622 (the telephone of MEL HARRIS & Associates, 3226 Nevada, Crystal, MN). The numbers were extracted from available telephone invoices (NOTE: Invoices for January through September 1980 could not be located):

1979

<u>DATE</u>	<u>NUMBER CALLED</u>	<u>LENGTH OF CALL</u>	<u>TIME PLACED</u>
1/9/79	202/755-5547	10 min	10:18 AM
1/25	" 755-5548	5 "	10:38 AM
5/17	" 523-9184	4 "	4:15 PM
5/18	" 376-3348	1 "	12:03 PM
5/18	" 523-9184	2 "	2:13 PM
5/22	" 376-3348	2 "	10:13 AM
6/13	" "	1 "	1:47 PM
7/24/	" "	1 "	10:00 AM
8/8	" "	11 "	11:48 AM
9/27	" "	3 "	2:00 PM
9/28	" "	7 "	2:51 PM
11/2	" "	2 "	1:58 PM
11/5	" "	6 "	COLLECT
11/5	" 523-6050	3 "	COLLECT
11/7	" 457-0040	6 "	8:14 AM
11/7	" 376-3348	3 "	8:28 AM
11/20	" "	4 "	3:01 PM
11/30	" 523-6050	3 "	11:36 AM
12/5	" 376-3348	4 "	10:05 AM
12/11	" 376-3352	3 "	1:17 PM
12/12	" 523-8914	7 "	10:16 AM
12/13	" "	3 "	3:01 PM
12/18	" "	2 "	11:23 AM
12/20	" 376-3348	17 "	2:08 PM

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1980

<u>DATE</u>	<u>NUMBER CALLED</u>	<u>LENGTH OF CALL</u>	<u>TIME PLACED</u>
10/2/80	202/376-3348	2 min	10:25 AM
10/3	" "	4 "	11:05 AM
10/9	" 523-6050	1 "	10:59 AM
10/23	" 376-3348	1 "	10:08 AM
10/27	" "	2 "	8:47 AM
10/27	" "	6 "	11:04 AM
10/29	" "	2 "	11:14 AM
10/29	" "	6 "	3:22 PM
10/30	" "	2 "	1:52 PM
10/31	" "	7 "	8:44 AM
10/31	" "	2 "	11:52 AM
10/31	" "	6 "	2:51 PM
11/3	" "	5 "	COLLECT
11/3	" 376-3350	5 "	COLLECT
11/6	" 376-3348	2 "	3:18 PM
11/7	" "	21 "	9:19 AM
11/7	" "	4 "	12:31 PM
11/9	" 554-0408	6 "	9:25 AM
11/12	" 376-3348	1 "	1:32 PM
11/13	" "	2 "	1:21 PM
11/14	" "	1 "	9:59 AM
11/24	" "	3 "	9:46 AM
11/25	" "	1 "	1:15 PM
11/26	" "	2 "	10:24 PM
11/26	" "	3 "	1:57 PM
12/2	" 523-6050	4 "	10:24 AM
12/2	" 376-3348	8 "	1:55 PM
12/4	" "	1 "	10:10 AM
12/10	" 523-7619	4 "	COLLECT
12/12	" 523-6050	2 "	10:03 AM
12/12	" 376-3348	1 "	10:09 AM
12/15	" "	1 "	9:51 AM
12/16	" 523-6050	1 "	10:02 AM
12/16	" 376-3348	1 "	10:07 AM
12/18	" "	1 "	10:44 AM
12/22	" "	24 "	10:22 AM
12/24	" "	1 "	8:55 AM
12/29	" "	1 "	11:18 AM

8/8

Date of Interview October 19, 1981

On October 19, 1981, VERONICA RODNINGEN (aka: RONNIE) SSN: (b)(6), 11911 West Hilloway, Minnetonka, MN, 55343 (home telephone: 612/546-3263) was interviewed at the Office of MEL HARRIS & Associates, 3226 Nevada, Crystal, MN. RODNINGEN provided in essence the following information:

RODNINGEN had worked for MEL HARRIS & Associates for approximately five years preceding her termination in June 1981. She had a very limited involvement in the close-out portion of the Mobile County Consortium contract. RODNINGEN had met GREEN in Mobile on a couple of occasions during group work meetings, however she does not believe she would recognize him if she saw him again. RODNINGEN did not converse with GREEN during those instances. She related that she had met HERMAN once in Mobile at the worksite however did not converse with her at that time. RODNINGEN related that she does not know anyone by the name of LAMOND GODWIN. RODNINGEN believes that HARRIS' first contract with Mobile led to the second contract. The close-out contract did take a significant amount of time and in her opinion HARRIS was underpaid for the work performed by both his staff and GREEN, HERMAN & Associates on the contract. She further related that HARRIS has extensive knowledge in CETA and works very hard on all of his contracts. RODNINGEN knows of no financial dealings between HARRIS, GREEN, HERMAN or GODWIN and believes she would have known if there were such transactions as she has been employed at MEL HARRIS & Associates the longest. She also related that she arranges numerous phone calls for HARRIS and at no time arranged any phone calls to GREEN or HERMAN. On occasions when she did overhear conversations between HARRIS and GREEN, HERMAN & Associates HARRIS was always direct and dealt with them in a very businesslike manner. RODNINGEN related that during the close-out portion of the contract she had gone to Mobile on approximately two occasions for three days each. She related the other three employees of MEL HARRIS & Associates did a significant amount of work on the project. RODNINGEN related that she did provide guidance to the staff as she had been involved with close-outs before. RODNINGEN related that she, herself, prepared no written reports, however she did keep track of her hours on

Date Dictated _____

By SA Whitney V. Adams *WVA*

Date Transcribed 10/22/81

At Crystal, Minnesota

File No. 50-0578-0004 A30

her daily work log for work provided on the Mobile contract. During the six months of the close-out contract HARRIS spent much of his time on site at Mobile. On RODNINGEN's two occasions where she was present at Mobile she observed GREEN there on one occasion, one of his employees, "PAULA" and two other women. She had also seen HERMAN on one occasion. RODNINGEN believed GREEN, HERMAN & Associates and their employees prepared a significant number of reports on what they were doing on the project. She believed much of their time was spent extracting data from the Consortium to determine what efforts made by HARRIS actually worked and which ones did not. Daily debriefings were conducted to assure that no duplication of effort was being done by employees of MEL HARRIS & Associates and GREEN, HERMAN & Associates. Concerning the 17 employees hired by MEL HARRIS & Associates in Mobile RODNINGEN related that advertisements were placed in the newspaper, however were not successful. The 17 were basically hired from CETA staff applications submitted to Mobile. All persons employed were highly qualified for the pay they received. RODNINGEN related that she did some close-out work and designed systems at Minnesota for the close-out project. To the best of her knowledge HARRIS had no other contracts with GREEN, HERMAN & Associates. RODNINGEN had gotten the impression that HARRIS did not know much about either GREEN or HERMAN personally. She firmly believes HARRIS got the contract without having the subcontract to GREEN and HERMAN being a provision of the contract. To the best of her knowledge HARRIS hired GREEN, HERMAN & Associates of his own volition.

Whitney V. Adams

Whitney V. Adams
Special Agent

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview October 19, 1981

On October 19, 1981, JULIE TALBOTT, SSN: (b)(6) 3160 Hillsboro Avenue South, St. Louis Park, Minnesota, 55426 (home telephone: 612/935-3320) was interviewed at the Office of MEL HARRIS & Associates, 3226 Nevada, Crystal, MN, TALBOTT provided in essence the following information:

TALBOTT is currently employed by MEL HARRIS & Associates and has been employed with that firm since April 1978. TALBOTT related that she had met both GREEN and HERMAN on one occasion at a work session which occurred on site in Mobile, Alabama, at the Mobile County Consortium, during the period of the close-out contract. She related that she does not know GREEN or HERMAN personally, and has conversed with them only to the extent of salutations. TALBOTT related that she has never heard of LAMOND GODWIN. TALBOTT related that to the best of her knowledge HARRIS had let the subcontract with HERMAN and GREEN based upon HERMAN's "political clout" in the local Mobile area, which TALBOTT believed would have facilitated, and did facilitate, the placement of displaced persons, within the local economy. TALBOTT related that HARRIS has frequently let subcontracts in the past, as HARRIS' staff is limited, and he does not believe in hiring people for only one project. TALBOTT related that HARRIS did go to Washington, D.C. on one occasion to meet with GREEN, HERMAN & Associates, to resolve problems which occurred in the overlapping of activities by employees of HARRIS' firm as well as those of GREEN, HERMAN & Associates, during the close-out. In TALBOTT's opinion HARRIS did treat GREEN and HERMAN with respect, however on all occasions was firm and in her opinion there was no doubt in anyone's mind that HARRIS was "running the operation". To the best of TALBOTT's knowledge the subcontract with GREEN, HERMAN & Associates was not a condition of HARRIS obtaining the close-out contract with the Mobile County Consortium. TALBOTT related that she personally set up the design for the proposal on the close-out contract prior to the awarding of the contract. She related that this work was not billed for under the contract.

Date Dictated _____

By SA Whitney V. Adams Wks

Date Transcribed 10/22/81

At Crystal, Minnesota

File No. 50-0578-0004 A30

TALBOTT was responsible for the overall administration and assumed a second in command position after RODNINGEN had established the timetables. TALBOTT assigned staff to duties and conducted much of the work in the property inventory part of the contract. TALBOTT also conducted participant file reviews. TALBOTT related that employees of GREEN, HERMAN & Associates did the property inventory research and development. TALBOTT related that although HARRIS had initially thought the inventory would be simple, the inventory was one of the worst problems which occurred during the contract as there was no way to match property with the fiscal records as no property had been marked with identification data. TALBOTT related that she spent a total of two months out of the six months of the contract period in Mobile, consisting of approximately 20 trips to Mobile during which she stayed approximately three days on each occasion. TALBOTT related that the following were employees of GREEN, HERMAN & Associates who worked at the Mobile site: PAULA GREENFIELD, GLORIA GUITERREZ, and ROBIN RODEZ. These were the only employees of GREEN, HERMAN & Associates that she actually saw on a regular basis, however she did understand there were other employees of that firm working on the project. TALBOTT related that the employees of GREEN, HERMAN & Associates did work diligently and all work which was assigned to them by GREEN, HERMAN & Associates did appear to be well coordinated. TALBOTT believed that HARRIS had no prior contracts with GREEN, HERMAN & Associates and had gotten the impression that HARRIS did not know either GREEN or HERMAN prior to the contract. TALBOTT knew of know financial dealings between HARRIS and GREEN, HERMAN, or GODWIN.



Whitney V. Adams
Special Agent

- . Planning and evaluation of programs
- . Selecting subcontractors and developing effective and workable agreements concerning subcontract responsibilities, subcontract staff and subcontract performance
- . Administering the Minnesota Urban CET Consortium
- . Coordinating Consortium Operations
- . Evaluating Consortium performance on a regular basis and making program adjustments when necessary
- . Meeting Federal reporting requirements
- . Receiving and disbursing Consortium Funds
- . Employing, promoting, transferring and discharging staff
- . Providing training and development to enable staff to meet performance expectations
- . Specifying responsibilities and authorities
- . Translating Consortium goals and strategy into individual staff performance expectations
- . Review and evaluate results of program operations
- . Administer the day to day activities of the Consortium
- . Continuously remain informed on State and Federal legislation directly or indirectly relative to Manpower
- . Reassess community needs periodically, thus enhancing program effectiveness
- . Coordinate community involvement in Manpower as mandated by the Department of Labor
- . As a Prime Sponsor Director, maintain membership on the Governor's State Manpower Planning Council
- . Continuously be aware, and where possible, seek further funding alternatives



Type of Report ☐ Preliminary ☒ Final ☐ Special ☐ Supplemental	City/State of Investigation MINNEAPOLIS, MN	DOL Program ETA/CETA
Subject MEL HARRIS & Associates, INC.	Date of Report 10/22/81	Case Number 50-0578-0004 A30
Special Agent Whitney V. Adams	Reviewers' Initials <i>Deet</i>	
	Date Reviewed <i>10/23/81</i>	
	Regional Office Chicago, IL	

1. Initiation of this investigation is predicated on an Arlington, VA RIO telephonic request for assistance on September 15, 1981. Chicago agent personnel were requested to interview MEL HARRIS and his staff and to obtain documentation pertaining to his Mobile County Consortium CETA Contracts and his subcontract with GREEN, HERMAN & Associates, Inc. Investigative activities were conducted by SA WHITNEY V. ADAMS at Minneapolis, MN on October 19 and 20, 1981 and SA JOHN HUHEEY at Cleveland, OH on October 19 through 23, 1981.

2. Details of the interviews of MEL HARRIS and his staff are contained in the attached Reports of Interview. Also attached is documentation pertaining to the Mobile County Consortium Contracts and subcontract. Since all requested actions have been completed, this case is being closed.

3. The results of SA HUHEEY's investigative efforts were not available at the time of the submission of this report but will be forwarded upon receipt. Arlington agents have been verbally apprised of the results of SA HUHEEY's interviews.

Whitney V. Adams
Whitney V. Adams
Special Agent

10-26-81

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Type of Report ☐ Preliminary ☒ Final ☐ Special ☐ Supplemental		City/State of Investigation MINNEAPOLIS, MN		DOL Program ETA/CETA	
		Date of Report 10/22/81		Case Number 50-0577-0004 A30	
Subject MEL HARRIS & Associates, INC.		Reviewers' Initials			
		Date Reviewed			
Special Agent Whitney V. Adams		Regional Office Chicago, IL			

1. Initiation of this investigation is predicated on an Arlington, VA RIO telephonic request for assistance on September 15, 1981. Chicago agent personnel were requested to interview MEL HARRIS and his staff and to obtain documentation pertaining to his Mobile County Consortium CETA Contracts and his subcontract with GREEN, HERMAN & Associates, Inc. Investigative activities were conducted by SA WHITNEY V. ADAMS at Minneapolis, MN on October 19 and 20, 1981 and SA JOHN HUNEEY at Cleveland, OH on October 19 through 23, 1981.

2. Details of the interviews of MEL HARRIS and his staff are contained in the attached Reports of Interview. Also attached is documentation pertaining to the Mobile County Consortium Contracts and subcontract. Since all requested actions have been completed, this case is being closed.

3. The results of SA HUNEEY's investigative efforts were not available at the time of the submission of this report but will be forwarded upon receipt. Arlington agents have been verbally apprised of the results of SA HUNEEY's interviews.

Whitney V. Adams
Special Agent

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EXHIBITS

- E-1 Mobile Consortium Contracts and Reports
- E-2 MEL HARRIS & Associates Monthly Reports
- E-3 PSE Transitionalization Contract Correspondence
- E-4 MEL HARRIS & Associates Invoices
- E-5 Records pertaining to 17 staff employed at Mobile
- E-6 Expense Records for Mobile
- E-7 Travel Records
- E-8 MEL HARRIS & Associates Employee timesheets
- E-9 GREEN, HERMAN & Associates Correspondence, timesheets and invoices
- E-10 Mobile General Correspondence
- E-11 List of calls placed from MEL HARRIS & Associates to Washington, D.C. during the period 1979 through 1981
NOTE: Copies of the Inner Bank Transfers between MEL HARRIS & Associates and GREEN, HERMAN & Associates have been requested and will be forwarded upon receipt.

1981

<u>DATE</u>	<u>NUMBER CALLED</u>	<u>LENGTH OF CALL</u>	<u>TIME PLACED</u>
1/2/81	202/376-3348	1 min	10:44 AM
1/5	" "	1 "	10:27 AM
1/13	" "	4 "	1:07 PM
1/15	" "	6 "	12:08 PM
2/4	" "	1 "	10:36 AM
2/5	" 554-0408	6 "	7:25 PM
2/6	" 376-3348	5 "	8:27 AM
2/16	" 554-0408	9 "	10:22 AM
2/23	" 376-3348	16 "	12:46 PM
2/25	" "	5 "	10:18 AM
2/26	" "	1 "	3:49 PM
2/26	" "	1 "	3:50 PM
2/28	" 544-0408	33 "	12:06 PM
3/4	" "	6 "	7:52 PM
3/7	" 376-3348	22 "	8:34 AM
3/9	" "	2 "	3:26 PM
3/13	" 797-7206	3 "	10:03 AM
3/15	" 554-0408	29 "	8:04 AM
3/16	" 376-3348	2 "	3:48 PM



Whitney V. Adams
Special Agent

Report of Special Agent



Type of Report		City/State of Investigation		DOL Program	
☐ Preliminary	☐ Final	Columbia, South Carolina		ETA	
☒ Special	☐ Supplemental	Atlanta, Georgia			
		Date of Report	Case Number		
		May 21, 1981	40-0578-0001 A30		
Subject ERNEST GREEN, Former Assistant Secretary, Employment and Training Administration, Alleged Improprieties in the Awarding of ETA Discretionary Contract Funds Special Agent		Reviewers' Initials			
		Date Reviewed			
		Regional Office			
JAMES P. WALKER		Atlanta, Georgia			

1. This investigation was predicated upon receipt of a request for an Auxilliary Investigation from ROBERT McKEE, Special Agent-in-Charge of the Philadelphia RIO. The request relates to an alleged conflict of interest in awarding contracts through the CETA, Office of National Projects (ONP), by ERNEST GREEN, former Assistant Secretary of ETA; LAMOND GODWIN, former Director of ONP; and ALEXIS HERMAN, former Director of the Women's Bureau. It is alleged that preferential treatment was extended to certain contractors by GREEN, GODWIN and/or HERMAN in exchange for political and/or financial considerations. This investigation was conducted in Columbia, South Carolina and Atlanta, Georgia, commencing on April 20, 1981, by Special Agent JAMES P. WALKER.

2. On April 22, 1981, contact was made with BURKE GRACE, Legal Counsel for the Small Business Administration (SBA) at 1375 Peachtree Street, 5th floor, Atlanta, Georgia. GRACE provided all records that are located in Atlanta, Georgia, regarding GARRETT, SULLIVAN and Associates, and F & E Construction Company. In addition, GRACE made arrangements with PAUL BOGOSIAN, SBA, Columbia, South Carolina, to allow the U.S. Department of Labor, Office of Inspector General, to review and make copies of all records in their possession pertaining to both businesses. On May 8, 1981, a perusal of the pertinent SBA files was conducted by Special Agent JAMES P. WALKER and copies made at the Columbia SBA Office.

3. The following files for GARRETT, SULLIVAN and Company, and F & E Construction Company were reviewed:

A. GARRETT, SULLIVAN and Company

1. SB 440-8(a)-80-C-002 (USDOL)
99-9-1385-08-68
2. SB 440-8(a)-80-C-312 (USDOL)
99-0-1385-08-156
3. SB 440-8(a)-79-C-008 (USDOL)
13-8-0793-004

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1/1/82

4. SB 440-8(a)-78-C-094 (USDOL)
99-8-1385-36-17
5. SB 440-8(a)-77-C-233 (USDOL)
13-7-0778-004
6. SB 440-8(a)-76-C-272 (USDOL)
13-6-0763-004
7. SB 440-8(a)-79-C-274
14-08-0001-17566
8. SB 440-8(a)-79-C-266
9. CO# 40567
10. SB 440-8(a)-80-C-163
105-79-9000
11. SB 440-8(a)-78-C-102
DOT-FA-78 WAI-867
12. SB 440-8(a)-79-C-059
DOT-FA 79 WAI-950

B. F & E Construction, Inc.

1. CO# 40630
2. SB 420-8(a)-81-C-027 (USDOL)
99-4002-14-3

4. GARRETT, SULLIVAN began in 1962 as a proprietorship in Durham, North Carolina. NATHAN T. GARRETT originated the business, and operated part-time during 1964-1972. This firm incorporated on September 5, 1975 as a professional corporation. The aggregate number of shares which the corporation had the authority to issue was 100,000 shares of common stock, with each share having a par value of \$1.00.

5. The principals of GARRETT and SULLIVAN are:

- A. NATHAN T. GARRETT
Durham, North Carolina
- B. DEWITT SULLIVAN
Durham, North Carolina
- C. WALTER DAVENPORT
Raleigh, North Carolina

6. The purpose and/or function of the corporation was to practice public accountancy pursuant to the laws of North Carolina, and services ancillary thereto; and for any and all other purposes as may be allowed under the laws of the State of North Carolina, and the rules and regulations of the North Carolina Board of Certified Public Accountant Examiners. GARRETT, SULLIVAN & Company participates in the 8(a) program with the Small Business Administration (SBA). They began with SBA 8(a) on May 6, 1976, based on business plans dated January 21, 1976. Eligibility for the 8(a) program was based on the disadvantaged status of GARRETT, SULLIVAN and DAVENPORT. Statements of disadvantaged status are provided in the attached copies of the SBA contracts.

7. SBA contract files revealed that GARRETT and SULLIVAN maintained one main office and two branch offices. Additionally, they had "Articles of Incorporation" in Florida and Michigan. These offices and corporations are as follows:

A. Home and Branch Offices

1. 107 East Parrish Street (Home)
Durham, North Carolina
2. Suite 404, Piedmont Building
Greensboro, North Carolina 27401
3. 1527 Eighteen Street, N.W.
Washington, D.C. 20036

B. Offices under "Articles of Incorporation"

1. BRYANT-GARRETT, SULLIVAN and Company,
CPA, PA., filed on November 9, 1979, in
the State of Florida

A. Officers

1. NATHAN T. GARRETT
Durham, North Carolina
 2. DEWITT SULLIVAN
Durham, North Carolina
 3. NAPOLEON BRYANT
Tallahassee, Florida
2. McNAMEE-GARRETT, Sullivan and Company, CPA, PC,
filed in the State of Michigan on October 1, 1979.
No officers of the corporation were listed.

8. The following are employees of GARRETT and SULLIVAN as revealed in the SBA contracts:

- A. SUSAN B. GRAHAM
Vice-President
P.O. Box 1029
Durham, North Carolina 27702

- B. ETTA JOYCE GRANT
Senior Accountant
211 Concord Street
Durham, North Carolina 27702
- C. JUDITH MOORE WRIGHT
Senior Accountant
No Address Given
- D. DEWITT SULLIVAN
Senior Vice-President
2509 Weaver Street
Durham, North Carolina
- E. NATHAN TAYLOR GARRETT
CPA
Durham, North Carolina
- F. WALTER C. DAVENPORT
Vice-President
No Address Given
- G. LEE E. SANDERS
CPA
Vice-President
No Address Given
- H. WINSTON E. CHEN
Greensboro, North Carolina
- I. KIM E. ANGLIN
Senior Accountant and Audit Specialist
No Address Given
- J. MARTIN W. DOHERTY
CPA
No Address Given
- K. RICHARD J. McNAMEE
CPA
State of Michigan
- L. PAUL W. WHITE
Senior Accountant
No Address Given
- M. MARGARET QUICK
JD
Washington, D.C.

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- N. DOUGLAS M. HOLMES
CPA, JD
No Address Given
- O. MILTON G. HARRIS
JD
No Address Given
- P. ROBERT D. LILLY
MBA
No Address Given
- Q. NAPOLEON BRYANT
Suite 112, 2574 Seagate Drive
Tallahassee, Florida

9. The SBA contracts listed the following companies as GARRETT and SULLIVAN sub-contractors:

- A. WATSON, RICE and Company, Inc.
Lincoln Building, Suite 608
Cleveland, Ohio 44114
THOMAS S. WATSON, Jr., CPA
- B. MITCHELL, TITUS and Company
2 Park Avenue New York, New York 10016
BERT N, MITCHELL, CPA
- C. ASHBY and Company
1515 Arapahoe Street
Denver, Colorado 80202
LUCIUS A. ASHBY, Jr., CPA

10. The following persons frequently appear on correspondence in the SBA contract files regarding GARRETT and SULLIVAN. Copies of the correspondence for each person mentioned are included in the attached SBA contracts:

- A. JAMES D. LATHAM
Contracting Officer
USDOL-ETA
1371 Peachtree Street, N.E.
Atlanta, Georgia
- B. CHARLIE JONES
USDOL-ETA
1371 Peachtree Street, N.E.
Atlanta, Georgia
- C. AL WILLIAMS
USDOL-ETA
Room 405, 1371 Peachtree Street, N.E.
Atlanta, Georgia

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- D. WALT BULLOCK
SBA, Contract Negotiator
Atlanta, Georgia
- E. ISAIAH WASHINGTON
SBA, Acting Assistant Regional Director for
Procurement Assistance
Washington, D.C.
- F. SAMUEL S. SOLOMON
SBA, Chief, Business Development Director
- G. SANFORD J. COHN
Chief, Division of Contracting Service
Office of National Programs
USDOL/ETA
Washington, D.C.
- H. Ms. LILLIE WATTS
USDOL - ETA
Washington, D.C.
- I. LAMOND GODWIN
USDOL - ETA
Contracting Officer
- J. WILLIAM J. KACVINSKY
Contracting Officer
USDOL - ETA
Atlanta, Georgia
- K. ANDREW SIMS
USDOL - ETA
Office of National Programs
Room 6402, 601 D Street, N.W.
Washington, D.C.
- L. BILLY BROWN
USDOL - ETA
Contracting Officer
Atlanta, Georgia
- M. LAWRENCE E. WEATHERFORD
Regional Administrator, ETA
Atlanta, Georgia
- N. PAUL BOGOSIAN
SBA, Contract Negotiator
Federal Building
Columbia, South Carolina

C/10

11. F and E Construction Company, Inc., 1312 1/2 McCalla Avenue, Knoxville, Tennessee, 37915, was incorporated on May 22, 1978, in the State of Tennessee. The stock of F and E Construction Company, Inc., is held by three individuals:

(1) FREDDIE GOODMAN - 90 shares; (2) JOBE GOODMAN - 5 shares; (3) MAX WALTER SCRUGGS - 5 shares. See attached copy of Contract CO#40630 for financial analysis of F and E.

12. The Principals of F and E Construction are as follows;

- A. FREDDIE LEE GOODMAN
President
Knoxville, Tennessee
- B. JOBE GOODMAN, Sr.
Vice-President
Knoxville, Tennessee
- C. MAX WALTER SCRUGGS
Secretary/Treasurer
Knoxville, Tennessee

13. F and E Construction was founded and incorporated for the purpose of performing general construction contracting. A license for such operation was issued by the State of Tennessee on August 17, 1978 allowing F and E to operate at the maximum capacity of \$500,000.

14. The following are sub-contractors that are associated with F and E Construction Company:

- A. GUAY and Associates, Inc.
P.O. Box 3468
16 Emory Place
Knoxville, Tennessee 37917
- B. HURLEY Electric, Incorporated
9731 Kingston Pike
Knoxville, Tennessee 37922
- C. POWELL Plumbing and Heating, Incorporated
Powell, Tennessee 37849
- D. WILLIAM S. TRIMBLE Company, Inc.
P.O. Box 154
2200 Atchley Street
Knoxville, Tennessee 37901
- E. MINK Electric Company
2823 Johnston Street
Knoxville, Tennessee 37921

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F. ALERT Plumbing and Heating Company
1111 East Third Street
Chattanooga, Tennessee 37403

G. R and E Glass, Incorporated
P.O. Box 12380
Knoxville, Tennessee 37912

Pertinent correspondence relating to each sub-contractor is contained in the attached SBA contracts.

15. A list of F and E Construction employees was not in the contract files.

Should there be a need for further assistance, please call me.

James P. Walker
JAMES P. WALKER
Special Agent

DISTRIBUTION:

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YELLOW - MIKE TREWORGY-NATIONAL OFFICE
PINK - CASE AGENT -JAMES P. WALKER
CC: OIG FILE

8/10

Columbia, S.C.
Atlanta, GA

40-0578-0001 A30

LIST OF EXHIBITS

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
E 1.	SB 440-8(a)-80-C-002, Contract dated 10/26/79, between USDOL and GARRETT, SULLIVAN to provide technical assistance and training in financial management systems to CETA grantees, with an estimated value of \$2,445,700.
E 2.	SB 440-8(a)-80-C-312, Contract dated 8/23/80, between USDOL and GARRETT, SULLIVAN to provide technical assistance to twenty-seven prime sponsors under CETA, with an estimated value of \$100,000.
E 3.	SB 440-8(a)-79-C-008, Contract dated 9/25/78. between USDOL and GARRETT, SULLIVAN to provide technical assistance in financial management to nineteen prime sponsors, with an estimated value of \$79,934.
E 4.	SB 440-8(a)-78-C-094, Contract dated 3/13/78 between USDOL and GARRETT, SULLIVAN to provide technical assistance and training with an estimated value of \$900,000.
E 5.	SB 440-8(a)-77-C-233, Contract dated 8/2/77, between USDOL and GARRETT, SULLIVAN to provide technical assistance in financial management, with our estimated value of \$27,000.
E 6.	SB 440-8(a)-76-C-272, Contract dated 7/19/76, between USDOL and GARRETT, SULLIVAN to provide an evaluation of financial management systems, with an estimated value of \$10,000.
E 7.	SB 440-8(a)-79-C-274, Contract dated 9/27/79, between U.S. Department of Interior and GARRETT, SULLIVAN to review and assess the National Cartographic Information Center ordering and accounting system, with an estimated cost of \$93,000.
E 8.	SB 440-8(a)-79-C-266, Contract dated between the Small Business Administration and GARRETT, SULLIVAN to provide management and technical assistance, with an estimated cost of \$40,000.
E 9.	CO # 40567 contains Articles of Incorporations, Financial statements of GARRETT, SULLIVAN, Company and other principals.
E 10.	SB 440-8(a)-80-C-163 Contract dated 7/11/80, between Department of Health and Human Services and GARRETT, SULLIVAN and company to Audit Title XX Training Activities in North Carolina, with an estimated cost of \$46,300.00.
E 11.	SB 440-8(a)-78-C-102 Contract dated 3/16/78 between Department of Transportation - FAA and GARRETT, SULLIVAN and Company for Audit Services, with an estimated cost of \$50,000 to \$100,000.

9/10

LIST OF EXHIBITS

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
E 12.	SB 440-8(a)-79-C-059 Contract dated 12/29/78 between the Department of Transportation-FAA and GARRETT, SULLIVAN and Company for Audits and Surveys, with an estimated cost of \$100,000.
E 13.	CO# 40630 contained personal financial statements of the principals of F and E Construction, financial analysis of F and E Construction, and the corporate charter for F and E Construction Company, Inc.
E 14.	SB 420-8(a)-81-C-027 Contract dated 12/11/80 between USDOL and F and E Construction Company, Inc. to provide modifications and renovation of the Martin Luther King Tower, Knoxville, TN, with an estimated cost of \$104,566.72.



Type of Report ☐ Preliminary ☒ Final ☐ Special ☐ Supplemental		City/State of Investigation San Francisco, CA.		DOL Program ETA/CETA	
Subject (Employee Misconduct) GODWIN, Lamond		Date of Report July 23, 1981		Case Number 90-0578-0002-A3	
Special Agent W.W. PADGETT, Special Agent		Reviewers' Initials A.O.D.		Date Reviewed 8-26-81	
		Regional Office San Francisco - RIO			

1. Basis for investigation is auxiliary request from Philadelphia RIO (Arlington Field Office), dated 4/10/81, to review Small Business Administration (SBA) files. No investigation this period. Attention is directed to preliminary report dated 6/5/81.
2. Review of SBA 8(a) files (minority contracts) at SBA District offices in San Francisco and Los Angeles, disclosed a number of 8(a) contracts between Department of Labor (DOL) and D&G Enterprises, Del GREEN and Associates, E.H. WHITE & Co. and Pacific Services. The first three files were reviewed in San Francisco. The Pacific Services file was reviewed by the Los Angeles IO. These contracts are written on two GSA SF 26's. The first SF 26 is between the business and SBA. The second SF 26 is between SBA and DOL. The attachments to the SF 26's are identical for each contract and in the interest of space and time, only one set of attachments was copied. Also appended as attachments are resumes (some complete, or where the resume is lengthy, only the first page) to show the names of people associated with the business.
3. SBA, in each of these instances, acts only as an overseer or administrator and for all practical purposes the contract is between the business and DOL. In some cases modifications will be noted where additional monies were requested and received during the contract. Modifications are made on SF 30's. In only one instance was it noted that a business sub-contracted to another business; that being Del GREEN and Associates sub-contracting to Profit Systems (Paul GREENBLATT) for computer programming in March 1981.
4. A breakdown of these contracts follows: D&G Enterprises, Las Vegas, NV., had one contract with DOL, signed by GODWIN on 1/13/81. This was in the amount of \$174,811. to "...develop and implement a non-traditional occupation program for migrant and seasonal farmworker females". SF 26's, financial statement, resumes, organizational chart and background information are appended as attachment (1).

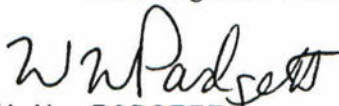
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5. Del GREEN & Associates, Foster City, CA., had four contracts with DOL: two signed by GODWIN and two signed by William KACVINSKY, as the contracting officers.
6. The first Del GREEN contract, signed by KACVINSKY on 9/25/78, was in the amount of \$130,000 for a "school-to-work transition services demonstration project". SF 26's, resumes and financial statements are appended as attachment (2).
7. The second contract, signed by KACVINSKY on 5/2/79, was in the amount of \$385,000 to determine total program (Office of Farmworkers Programs) effectiveness at 40 job sites. There are three modifications attached to this contract, increasing the amount to \$507,813, and extending the time the contract was to run. SF 26's, modifications and resumes are appended as attachment (3).
8. The third contract, signed by GODWIN on 8/21/80, was in the amount of \$335,883. to study various "rural initiatives" and "rural housing programs". Also noted in this file is a letter from GODWIN to SBA, undated, specifically requesting Del GREEN for the contract. SBA District office advised that such requests are not unusual. These items are appended as attachment (4).
9. The fourth contract, signed by GODWIN on 12/29.80, was in the amount of \$992,890. for a descriptive analysis of 55 CETA III grantees. Attached to the contract are 2 modifications; one signed by GODWIN and one signed by KACVINSKY. This contract discloses GREEN's sub-contracting computer services from Profit Systems in Foster City, CA. Also noted was a letter from GREEN to SBA reporting that DOL had directed him to be present at a "special meeting" on 1/19/81 (the day before the Presidential inauguration). These items are appended as attachment (5).
10. E.H. WHITE & Co., San Francisco, CA., had three contracts with DOL: one signed by KACVINKSY, one whose signature is unrecognizable, and one by GODWIN as the contracting officer. Review of the file also disclosed a business plan and resumes separate from the contracts. These items are appended as attachment (6).

Page 3 of 3

11. The first E.H. WHITE contract, signed by KACVINSKY on 3/8/79, which was in the amount of \$239,029. with two modifications to extend the time and increase the amount to \$353,160., was to "identify and describe... program designs applicable to other migrant and seasonal farmworkers communities". These items are appended as attachment (7).
12. The second contract, signed on 3/15/79 by a contracting officer whose signature is not totally recognizable, was in the amount of \$150,145. Two modifications were noted, both signed by one Arvon JORDAN, extending time. Also noted (on page 11 of the contract) was the name George KOCH as the DOL project officer. These items are appended as attachment (8).
13. The third contract, signed by GODWIN on 1/13/81, was in the amount of \$799,250. for a 303 technical assistance grant. In the attached resumes, a WHITE associate, Dennis R. PORTER, lists prior employment with ONP-DOL. These items are appended as attachment (9).
14. Pacifica Services, Inc., Los Angeles had one contract with DOL, signed by GODWIN on 1/15/81. This was in the amount of \$227,042. to "assess and analyze the impact of rapid energy industrialization in the West on the minority and low income labor force". These items are appended as attachment (10).
15. For expediency, the attachments are being mailed to the Arlington Field Office only.


W.W. PADGETT
Special Agent

cc: ETA Investigative Branch
Case File
Case Agent

Type of Report ☐ Preliminary ☒ Final ☐ Special ☐ Supplemental		City/State of Investigation San Francisco, CA.		DOL Program ETA/CETA	
Subject (Employee Misconduct) GODWIN, Lamond		Date of Report July 23, 1981		Case Number 90-0578-0002-A3	
Special Agent W.W. PADGETT, Special Agent		Reviewers' Initials A.O.J.		Date Reviewed 8-26-81	
		Regional Office San Francisco - RIO			

1. Basis for investigation is auxiliary request from Philadelphia RIO (Arlington Field Office), dated 4/10/81, to review Small Business Administration (SBA) files. No investigation this period. Attention is directed to preliminary report dated 6/5/81.
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Page 2 of 3

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W.W. PADGETT
Special Agent

cc: ETA Investigative Branch
Case File
Case Agent

Type of Report		City/State of Investigation		DOL Program	
☐ Preliminary	☒ Final	El Paso, Texas		ETA	
☐ Special	☐ Supplemental	Albuquerque, N.M.			
SEP 1 10 56 AM '81		Date of Report		Case Number	
		8-19-81		60-0578-0004-A30	
Subject		Reviewers' Initials			
Alleged conflict of interest in awarding ETA Contracts-ERNEST GARCIA, FRANKLIN GODWIN, and ALEXIS HERMAN		JCK			
OFFICE OF ARLINGTON, VA.		Date Reviewed			
		8-25-81			
Special Agent		Regional Office			
RAUL HERNANDEZ		Dallas, Texas			

1. Investigation is based on Request for Auxiliary Investigation Files #30-0578-0002, #30-0578-0003, and #30-0578-0004. The investigation was to consist of contacts at the Small Business Administration Offices in El Paso, Texas and Albuquerque, N.M., to review the contents of the Special Agent files maintained relative to J.T. Construction Company, 9811 Carnegie Street, El Paso, Texas, and Green Thumb Garden Center, 6259 Airline Rd., El Paso, Texas; and the Solar American Inc., 2620 San Mateo NE, Albuquerque N.M. This case has been the subject of personal attention by OIG Special Agents RAUL HERNANDEZ and ELAINE TRIMBLE at El Paso, and Dallas, Texas and Albuquerque, N.M. on various dates commencing on May 4, 1981.

2. A Preliminary Report was submitted on June 9, 1981. The report consisted of information and copies of documents obtained from the Small Business Administration Office in El Paso, Texas and pertaining to J.T. Construction and Green Thumb Garden Center.

3. During the week of August 3, 1981, Special Agent TRIMBLE reviewed the 8a file for Solar America Inc. at the Small Business Administration Office in Albuquerque, N.M.

The following documents were photo copied and obtained:

- A. List of officers of the corporation.
- B. Copy of SBA Contract #99-0-2684-08-163 in the amount of \$620,529.00 with the Department of Labor.
- C. Copy of SBA Contract #99-1-2475-42-9 in the amount of \$455,570.00 with the Department of Labor.

Personnel at the SBA Office in Albuquerque indicated that Special Agent THOMAS DAMICO (FIS 729-1772) of SBA Inspector General's Office had been working a case on Solar America Inc. Special Agent DAMICO was contacted at the SBA Inspector General's Office in Dallas, Texas. DAMICO stated that he could not release any documents and recommended that a letter be written to the SBA Inspector General's Office regarding copies of the information desired.

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The letter should be addressed to:

Thomas Carnes
SBA Office of Inspector General
Office of Security and Investigations
1441 "L" Street. N.W., Room 303
Washington, D.C. 20416

4. The above referenced information will be forwarded to Special Agent
MARTIN SQUITIERI.


RAUL HERNANDEZ
Special Agent

Type of Report		U.S. DEPT OF LABOR		City/State of Investigation		DOL Program	
☐ Preliminary		☒ Final		San Francisco, CA.		ETA/CETA	
☐ Special		☐ Supplemental		Date of Report		Case Number	
		JUL 13 11 09 AM '81		June 5, 1981		90-0578-0001-A3	
Subject (Employee Misconduct)				Reviewers' Initials			
GREEN, Ernest, Ex-Ass't Secretary for ETA				WWS			
Special Agent				Date Reviewed			
W.W. PADGETT, Special Agent				7/8/81			
				Regional Office			
				San Francisco - RIO			

1. Basis for investigation is auxiliary request from Philadelphia RIO (Arlington field office), dated 4/10/81, to review Small Business Administration (SBA) files. Investigation during the periods 4/27/81 and 5/6/81 conducted by Special Agent W.W. PADGETT.
2. Review of SBA files at their District Office, 211 Main Street, San Francisco, disclosed no mention of GREEN in the contracts with D&G Enterprise, Las Vegas; Del Green & Associates, Foster City, CA; Pacifica Services, Los Angeles and E.H. White & Co., San Francisco. Contracts with those firms were signed by other ONP personnel (see 90-0578-0002-A3 Lamond GODWIN).

W.W. Padgett

WAYNE W. PADGETT
Special Agent

cc: ETA Investigative Branch
Case File
Case Agent

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Type of Report		City/State of Investigation		DOL Program	
☒ Preliminary	☐ Final	San Francisco, CA.		ETA/CETA	
☐ Special	☐ Supplemental	Date of Report		Case Number	
		June 5, 1981		90-0578-0002-A3	
Subject (Employee Misconduct)		Reviewers' Initials			
		Date Reviewed			
Special Agent		Regional Office			
W.W. PADGETT, Special Agent		San Francisco - RIO			

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2. Review of SBA files at their District Office in San Francisco and Los Angeles disclosed contracts between SBA and DOL, signed by GODWIN, SBA and Contractors. Contractors were D&G Enterprises, Las Vegas; Del Green & Associates, Foster City, CA; Pacifica Services, Los Angeles and E.H. White & Co., San Francisco.
3. Results of this investigation were telephonically relayed to Special Agent Martin SQUITIERI at Arlington (VA) field office on 5/18/81.
4. Due to out-of-town travel and other case priorities the exhibits in this investigation have not been assembled. Expected completion date is July 13, 1981.

W.W. Padgett
WAYNE W. PADGETT
Special Agent

cc: ETA Investigative Branch
Case file
Case Agent

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Type of Report ☐ Preliminary ☒ Final ☐ Special ☐ Supplemental		City/State of Investigation San Francisco, CA.		DOL Program ETA/CETA	
		Date of Report June 5, 1981		Case Number 90-0578-0003-A3	
Subject (Employee Misconduct); Ex-Director Womans' Bureau HERMAN, Alexis		Reviewers' Initials [Handwritten: MHA]			
		Date Reviewed 7/8/81			
Special Agent W.W. PADGETT, Special Agent		Regional Office San Francisco - RIO			

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W.W. Padgett

WAYNE W. PADGETT
Special Agent

cc: ETA Investigative Branch
Case File
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United States Attorney

United States Court House Building, Room 2800
3rd and Constitution Avenue N.W.
Washington, D.C. 20001

October 1, 1981

Thomas McBride, Esq.
Inspector General
United States Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20001

Re: Ernest Green Investigation

Dear Mr. McBride:

As you know, your office referred to this office the above-captioned matter approximately five months ago. Martin Squitieri, the investigator assigned to the case, has done an outstanding job in gathering the necessary evidence and interviewing the witnesses.

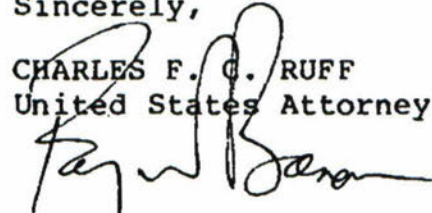
We have been informed that your office has decided to assign a new investigator to the case and remove Mr. Squitieri. Such a move would seriously hamper the progress of the investigation, since a new person would have to familiarize himself with all the evidence that has been gathered. Over the past five months, some thirty grand jury subpoenas have been issued. Some of these subpoenas required production of bank records and other extensive documentation. The fair administration of the grand jury system requires that we give the subpoenaed institutions sufficient time to comply. It is certainly not unusual for a complex investigation to take up to one year to resolve. Thus, you can rest assured that this investigation has been progressing thanks to the unrelenting efforts of Mr. Squitieri. We hope that in the next few months we will be able to determine whether the evidence will support an indictment.

We urge you to reconsider the decision to replace Mr. Squitieri with a new investigator who has not been involved in this case from the outset and whom, we are informed, is

10-13-81
mm

being transferred from another city and is, therefore, not familiar with our procedures. We can assure you that keeping Mr. Squitieri on this case is in the best interest of the efficient administration of justice.

Sincerely,


CHARLES F. G. RUFF
United States Attorney

By: RAYMOND BANOUN
Assistant United States Attorney
Deputy Chief, Fraud Division



JAN 24 1997

Mr. Theodore Verheggen
Chief Labor Counsel
Senate Committee on Labor
and Human Resources
United States Senate
Washington, D.C. 20510-6300

Dear Mr. Verheggen:

On Friday, January 17, 1997, we met with you and Thomas Griffith of the Senate Counsel's Office concerning the partial production we made pursuant to Chairman Jeffords' December 17, 1996, request for records and information related to Alexis Herman. Pursuant to understandings reached on January 17, I am forwarding two sets of copies of documents not previously provided from Box #35 and which are not covered by grand jury secrecy. The two sets of documents are separated. We would appreciate your forwarding one set to the minority staff.

Sincerely,

A handwritten signature in cursive script, reading "Sylvia T. Horowitz", is written over the typed name.

Sylvia T. Horowitz
Assistant Inspector General for
Management and Counsel

Enclosures

cc: Mark Childress

FEB 11 1981

Mr. R. R. Reusche
Assistant Inspector General
for Investigations
Small Business Administration
1441 L Street, N.W.
Room 201
Washington, D.C. 20416

Dear Ray:

Reference is made to your letter dated October 21, 1981 with enclosures regarding Mitchell-Titus (79-20) a copy of which is enclosed. Mr. Mitchell as you might recall was a former 8a contractor who was decertified by the SBA in the fall of 1981.

The following information, which we have become aware of, in the course of a criminal investigation is brought to your attention for whatever action, if any, your office might wish to appropriately consider:

1. As reflected in the material Bert N. Mitchell provided the SBA and which you forwarded by your October 21, 1981 cover letter he acknowledged he loaned former Assistant Secretary of Labor Ernest Green \$10,000 on or about November 8, 1979. He did not list that \$10,000 loan as an account and note receiveable asset on his SBA statement of Personal History form filed with the New York, New York SBA District office in May 1980 a copy of which is also enclosed.
2. It appears from a review of the enclosed March 8, 1978 letter to the SBA from Nathan T. Garrett and copy of the accompanying agreement that Mitchell-Titus was a member of a consortium of 8a CPA firms which did a substantial business with the USDOL through the SBA prior to 1980 and yet on their revised SBA form 1017 Capability Review and Requirements Request in 1980 Mitchell-Titus omitted to list any prior SBA contract activity.

LOOSE PAPERS / NO FOLDER

CONCURRENCES	Initials	▶	WEG								
	Date	▶	2-11-81								
	Last Name	▶	Zleit	Thomas	Stathan						
	Office Symbol	▶									

OFFICIAL FILE COPY Return to Room 201

3. Finally during interviews by Special Agents of our New York office in October 1981 in connection with a criminal investigation focusing on other subjects, Joseph Hallock Assistant Regional Counsel SBA advised that Mitchell-Titus received a \$60,000 advance payment on June 8, 1976 and a \$50,000 advance payment on January 18, 1977 on contract #76-C-088 and 76-C-130 and that repayments were made as follows: \$10,000 on February 22, 1978 and \$50,000 on March 8, 1979. The repayments as made would appear to be delinquent.

If you have any questions please do not hesitate to call upon me.

Sincerely,

A. M. STATHAM
Assistant Inspector General
Investigations

IG:Zleit:cbj:2/11/82
Rm.S-5512:Ext. 37499:FPB

bcc: ETA Chron File
Reading File
SA Ernie Repetti
NY RIO

CAPABILITY REVIEW AND REQUIREMENTS REQUEST

☐ INITIAL SUBMISSION
☒ REVISIONTO: DIRECTOR, OFFICE OF BUSINESS DEVELOPMENT
WASHINGTON, D. C. 20416

DATE: February 22, 1980

1. APPLICANT'S NAME AND ADDRESS (Include County and ZIP Code)

Mitchell, Titus & Co., 2 Park Avenue, New York, New York 10016

COMPANY CONTACT: Bert N. Mitchell

TELEPHONE NUMBER: 212/686-4777

2. TYPE OF ORGANIZATION (CHECK ONE): ☐ Individual ☒ Partnership ☐ Other (Specify)☐ Corporation { Date of Incorporation _____
Incorporated in State of _____Year Firm Established
1973

3. TYPE OF BUSINESS (Check Applicable Box(es)):

☐ Manufacturer or Producer ☐ Concession ☐ Consulting ☒ Service
☐ Construction ☐ Sales ☐ Other (Specify)

4. SIZE OF BUSINESS: (a) Average No. of Employees for last 4 Calendar Quarters: 40

(b) Floor Space (Sq. Ft.): Mfg. _____; Warehouse _____; Office 7,000

5. IDENTIFY SPECIAL CAPABILITIES (i.e. Manufacturing Specialties, Consulting Expertise, Breakdown of ADP Capabilities):

Mitchell, Titus & Co. is a full service CPA firm, providing services in such areas as auditing, accounting, taxation, financial management consulting, accounting seminars, financial counseling, etc. The firm has an extraordinary high caliber staff. Most of our professional staff are CPAs and also holders of MBA degrees. The firm has strong capabilities in auditing government funded programs for various federal departments and agencies.

6. IDENTIFY: (a) Equipment on Hand; (b) New Equipment Required:

As our firm renders professional services, there is little need for special equipment - all required office equipment is on hand at the present time.

7. CONTRACTS HELD WITH FEDERAL GOVERNMENT DURING PAST 3 YEARS (List Separately)

Procuring Agency	Description of Items (Include FSN where applicable)	\$ Value
Department of Commerce	Audit of grantees	100,000
Agency for International Development	Consulting	75,000

8. LIST ITEMS OR SERVICES FOR WHICH FIRM NOW SEEKS COMMERCIAL MARKETS:

Auditing, accounting, tax services, management consulting services.
Conducting training seminars.

CAPABILITY REVIEW AND REQUIREMENTS REQUEST

☐ INITIAL SUBMISSION
☒ REVISIONTO: DIRECTOR, OFFICE OF BUSINESS DEVELOPMENT
WASHINGTON, D. C. 20416

DATE: February 22, 1980

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TELEPHONE NUMBER: 212/686-4777

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Incorporated In State of _____Year Firm Established
1973

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☐ Manufacturer or Producer ☐ Concession ☐ Consulting ☒ Service
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4. SIZE OF BUSINESS: (a) Average No. of Employees for last 4 Calendar Quarters: 40

(b) Floor Space (Sq. Ft.): Mfg. _____; Warehouse _____; Office 7,000

5. IDENTIFY SPECIAL CAPABILITIES (i.e. Manufacturing Specialties, Consulting Expertise, Breakdown of ADP Capabilities):

Mitchell, Titus & Co. is a full service CPA firm, providing services in such areas as auditing, accounting, taxation, financial management consulting, accounting seminars, financial counseling, etc. The firm has an extraordinary high caliber staff. Most of our professional staff are CPAs and also holders of MBA degrees. The firm has strong capabilities in auditing government funded programs for various federal departments and agencies.

6. IDENTIFY: (a) Equipment on Hand; (b) New Equipment Required:

As our firm renders professional services, there is little need for special equipment - all required office equipment is on hand at the present time.

7. CONTRACTS HELD WITH FEDERAL GOVERNMENT DURING PAST 3 YEARS (List Separately)

Procuring Agency	Description of Items (Include FSN where applicable)	\$ Value
Department of Commerce	Audit of grantees	100,000
Agency for International Development	Consulting	75,000

8. LIST ITEMS OR SERVICES FOR WHICH FIRM NOW SEEKS COMMERCIAL MARKETS:

Auditing, accounting, tax services, management consulting services.
Conducting training seminars.

9. COMPANY FISCAL YEAR: 1978 To December 31,
(Month, Date)

(a) Total Sales for Preceding Three Fiscal Years:

FY 1977 \$ 650,000 ; FY 1978 \$ 1,030,000 ; FY 1979 \$ 1,220,000 ;

(b) Total Sales for Current Fiscal Year to Date: \$ _____

10. BUSINESS PLAN PROJECTION (By Federal Fiscal Year):

	1978	1979	1980	1981
B(a) Projected Support	\$ 700,000	\$ 600,000	\$ 600,000	\$ 800,000
Non-B(a) Sales	\$ 600,000	\$ 1,400,000	\$ 1,500,000	\$ 1,900,000
TOTAL	\$ 1,300,000	\$ 2,000,000	\$ 2,100,000	\$ 2,700,000

11. LIST 8(a) REQUIREMENTS NEEDED FOR CURRENT FEDERAL FISCAL YEAR OR NEXT FEDERAL FISCAL YEAR: 197__ (For Manufacturing Firms ONLY)

FEDERAL STOCK CLASS (4-Digit Number)	CLASS CATEGORY	DOLLAR VOLUME REQUIRED
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	TOTAL \$ _____

12. NATIONAL BUY SUPPORT REQUESTED: ☒ Yes ☐ No

13. INDUSTRY SUPPORT REQUESTED: ☒ Yes ☐ No

14. ENCLOSURE(S) (Check): ☐ Descriptive Literature ☒ Brochure
☐ Photographs ☐ Catalog

15. CONTINUATION OF PREVIOUS ITEMS (include item number)/REMARKS:

RECEIVED
DEC 25 1980

NEW YORK
SBA DISTRICT OFFICE
NEW YORK

(Use additional plain sheets if necessary)

Prepared By:

Don N. M. [Signature]

Date:

2-21-80

SBA Region No.

MITCHELL, TITUS & COMPANY WAS CERTIFIED INTO THE SCD PROGRAM ON 11/27/71 BY WINDIE B. PRIEM, REGIONAL DIRECTOR. THE AMOUNT SET FORTH IN SCD SUPPORT FOR THE FIRST 3 YEARS WAS REDUCED FROM \$200M TO \$10M PER YEAR. MITCHELL, TITUS & CO. IS A CERTIFIED PUBLIC ACCOUNTING FIRM, ENGAGED IN THE PRACTICE OF PUBLIC ACCOUNTING INCLUDING SUCH AREAS AS AUDITING, TAXATION, MANAGEMENT ADVISORY SERVICES, AND GENERAL ACCOUNTING. THE FIRM BEGAN BUSINESS ON 4/1/73 AND IS OPERATED AS A PARTNERSHIP. ^{FIRM} ~~THE~~ ALSO HAD A CONTRACT ADVANCE OF \$100,000. AS OF 3/79, THIS \$100,000 ADVANCE HAS BEEN PAID-IN-FULL. FIELD VISIT CONDUCTED ON 5/16/79.

CONTINUATION RECOMMENDED UNTIL A PROGRAM COMPLETION DATE OF 1982 ANTICIPATED. BUSINESS PLAN AND FACILITIES

REVIEW

ph

5/16/79
Date

Name BERT N. MITCHELL

Trade Name MITCHELL, TITUS & CO.

Address 2 PARK AVENUE

Street

P.O. Box

NEW YORK

N.Y.

10016

City

County

State

ZIP

Business Phone 212 686-4777 Home Phone _____
Area Code Number Area Code Number

Employees Identification Number 13-2781641

Number of Employees: 35 AS OF 12/31/78

Indicate if supply, service, construction or concession SERVICE (CPAs)
(SIC No. 1431)

Fiscal Year Ends 31 DECEMBER

1. Progress being made to achieve goals set forth in the business plan during the period under review. PROJECTED SALES FOR FY'78 COMPARED WITH ACTUAL SALES.

	FY'78 PROJECTED	FY'78 ACTUAL	FY'79 PROJECTED	FY'79 ACTUAL (3 mos.)
8(a) Support	500M	96M	1,000M	—
Now - 8(a)	500M	436M	500M	300M
	1,000M	1,032M	1,500M	300M

Firm seems to be doing well in obtaining overall business goals, however 8(a) support has been limited. Nevertheless, the firm's overall financial position is good as shown by an increase in N/L of 110,000 from '77.

2. Are the projections set forth in the business plan valid and realistic?

BASED ON ACTUAL SALES AND 8(a) SUPPORT PREVIOUSLY PROVIDED TO THIS FIRM, PROJECTIONS ARE EXCESSIVELY HIGH AND IF MET WOULD EXCEED SIZE STANDARDS FOR THIS PARTICULAR INDUSTRY. REVISED PROJECTIONS RECOMMENDED.

	1980 FY	1981 FY	1982 FY
8(a) PROJECTED SUPPORT	600M	500M	200M
Now 8(a) SALES	1,200M	1,400M	1,500M
	\$ 1,800	\$ 1,900M	2,000M

3. What is the production capacity of the firm?

Firm employs 35 and is a CPA firm is engaged in the practice of public accounting including, auditing, taxation, management advisory services, and general accounting.

4. Determine the management ability and capacity of the firm.

MANAGEMENT ABILITY AND CAPACITY OF THIS FIRM APPEARS TO BE EXCELLENT. MOST OF THE PROFESSIONAL STAFF CONSIST OF CPAS AND ALSO HOLDERS OF MBA DEGREES.

5. Evaluate the commercial and non-8(a) marketing and sales activity of the firm.

THE FIRM HAS MET WITH SOME MEASURE OF SUCCESS IN THE PRIVATE SECTOR, AND THE GROWTH OF ~~ITS~~ PRACTICE OUTSIDE OF THE 8(a) PROGRAM HAS BEEN SIGNIFICANT FOR THE LAST TWELVE MONTHS. THE COMMERCIAL SALES HAVE INCREASED BY MORE THAN 25% OVER THE LAST YEAR. ARRANGEMENTS WITH MAJOR ACCOUNTING FIRMS WITH JOINT VENTURERS OR SUBCONTRACTORS ON MAJOR ENGAGEMENTS HAVE DEVELOPED. THE FIRM HAS SUBMITTED RESUMES TO OVER 15 FEDERAL RFPs ON VARIOUS SIZE JOBS. THE MARKETING STRATEGY WITH RESPECT TO NON-8(a) SECTOR, ~~LOW PRICING~~ CIRCULATION OF BROCHURES SHOWING THE FIRM'S CAPABILITIES.

6. Evaluate and review the firm's past performance in preparing proposals and performing on 8(a) contracts.

THE FIRM HAS ~~BEEN~~ RATED AMONG THE HIGHEST, IN THE INDUSTRY, FROM A TECHNICAL PROPOSAL POINT OF VIEW, WHICH IN THE LONG RUN SHOULD MAKE THE COMPETITIVE BARRIER MUCH EASIER TO BREAK.

7. What is the financial condition of the firm? **STRONG**

LATEST F/S SUBMITTED ON 1/15/79 FROM FISCAL ENDING 12/31/75
WORKING CAPITAL \$231,270

DEPT/LENGTH - 1:5

CURRENT - 2.7:1

SALES/W/C - 4.3:1

ALL RATIOS COMPARE FAVORABLE WITH RMA.

8. RECOMMENDATION - Summary Narrative (person initiating review.)

PROGRAM CONTINUATION RECOMMENDED WITH
GRANTATION ANTICIPATED ON OR BEFORE 1982

William D. Lee 5/16/79
Signature of Preparer Date

FIRM NAME _____

ANNUAL REVIEW

RECOMMENDATION:

☒ Program Continuation
☐ Program Completion
☐ Program Termination

COMMENTS:

BDS Effort to increase 8(a) support
in order to increase successful graduation
in near future.

W. Senatz 5/18/79
ADD or other Person Designated 8(a) Responsibility
Date 5/18/79

RECOMMENDATION:

☒ Program Continuation
☐ Program Completion
☐ Program Termination

COMMENTS:

We are aware that the interim inspector general
and staff conducted an external audit of the firm
and that no final determination was reached, however
based upon contents of this report we recommend
Program Continuation.

Robert J. Miller, Actey

ADD/NA

Date 5/18/79

RECOMMENDATION:

☒ Program Continuation
☐ Program Completion
☐ Program Termination

COMMENTS:

Strongly support the
ACTING
(unmo AS or AD) MA +
(curran with BAS MDD
Sais & MSC, C.O.

Actey Alfred Taylor

ADD/NA

Date

RECOMMENDATION:

☐ Program Continuation
☐ Program Completion
☐ Program Termination

COMMENTS:

ADD/MSB
DATE

Firm Name _____

RECOMMENDATION:

☐	Program Continuation
☐	Program Completion
☐	Program Termination

COMMENTS:

LEGAL COUNSEL - If Applicable _____

Date _____

District Director's Recommendation:

☒	Program Continuation
☐	Program Completion
☐	Program Termination

COMMENTS:

concur with review and committee.
Firm is one of four CPA Minority
firm in N.Y.C. - Does good work

W. Williams
District Director

Date: 5/23/79

UPDATE OF
BUSINESS PLAN AND QUALIFICATIONS RESUME
(Each item should be completed, if none
are not applicable so state)

I. Firm Identification: _____ April 17, 1979
 (Owner) _____ Date _____

Name MITCHELL, TITUS & CO., CPAs (a partnership)

Trade Name _____

Address 2 Park Avenue
 Street _____ P.O. Box _____

New York, New York 10016
 City _____ County _____ State _____ Zip _____

Business Phone (212) 686-4777 Home Phone _____
 Area Code _____ Number _____ Area Code _____ Number _____

Employer's
 Employee Identification Number 13-2781641

Number of Employees: 35 AS OF 12/31/78

Indicate if supply, service, construction or concession Service

Fiscal Year Ends December 31

II. List other employment or business interests of all owners individually:

Name	Address	Explain
NONE		

Presently Operating: Yes ☐ No ☐ If operating, how long? _____

FINANCIAL:

Attach year-end and latest quarterly financial statements. The Profit & Loss Statement must list 8(a) and non 8(a) sales separately. Also all owners must complete the attached Personal Financial Form 413.

A. Sales History: (Applicant) Last Two Years

	FY 1978	FY 1977	Year-end to Date as of
Commercial	936,000	381,000	
Government 8(a)	96,000	268,000	
Government Other			
Total	1,032,000	649,000	
Net Worth	237,000	127,000	

B. Profits or Losses (Applicant) Last Two Years

	FY 1978	FY 1977	Year-end to Date as of
	\$64,000	\$46,000	

(COMPLETE ATTACHED SEA FORM 912 FOR ALL OWNERS, OFFICERS & DIRECTORS).

C. Officers & Owners, Directors

	Salaries Calendar Years		Total Compensation (Salaries, Bonuses, etc.)	
	77	78	77	78
Bert N. Mitchell	35,000	35,000	35,000	35,000
Robert P. Titus	30,000	30,000	30,000	30,000
Jeffrey D. Green	10,000	30,000	10,000	30,000
Tyrone Dickerson	15,000	30,000	15,000	30,000
Ronald P. Walker	3,000	30,000	3,000	30,000

Record of Surety and Fidelity Bonds for Prior Year (Note if guaranteed by SEA)

Date	Job or Person	Type of Bond	Amount	Surety Company	Agent or Agency
		NONE			

List of Loans or Loan Guarantees Provided by the Small Business Administration
Currently Outstanding

Name and Address of Lender	Loan Number	Original Amount of Loan	Amount Outstanding
NONE			

D. List all owners, number of shares owned by each and identify minorities

Total Shares Issued: Partnership

Names	No. of Shares Owned	% of Total Issued	Identify Minority
B. Mitchell		53	Black
R. Titus		24	Black
J. Green		10	
T. Dickerson		7	Black
R. Walker		6	Black

	Yes	NO
Has Product or Service Changed		x
Are you Paying Fees to Other Persons or Firms for Management Assistance		x
Has Market Area Changed		x
Has Production Capacity or Capability Changed		x
Is Bonding Available		N/A

Cite Change

Cite Change

Cite Market

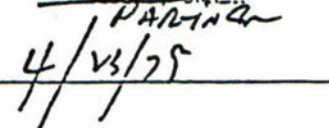
Cite Change

Cite Bonding Company Name,
Phone No. & ContactOTHER INFORMATION NOT LISTED ABOVE:

SIGNATURE



DATE



CAPABILITY REVIEW AND REQUIREMENTS REQUEST

☐ INITIAL SUBMISSION
☒ REVISIONTO: DIRECTOR, OFFICE OF BUSINESS DEVELOPMENT
WASHINGTON, D. C. 20416

DATE: 04/19/79

1. APPLICANT'S NAME AND ADDRESS (Include County and ZIP Code)

Mitchell, Titus & Co., 2 Park Avenue, New York, New York 10016

COMPANY CONTACT: Bert N. Mitchell

TELEPHONE NUMBER: (212) 686-4777

2. TYPE OF ORGANIZATION (CHECK ONE): ☐ Individual ☒ Partnership ☐ Other (Specify)☐ Corporation { Date of Incorporation _____
Incorporated in State of _____Year Firm Established
1973

3. TYPE OF BUSINESS (Check Applicable Box(es)):

☐ Manufacturer or Producer ☐ Concession ☐ Consulting ☒ Service CPA Firm
☐ Construction ☐ Sales ☐ Other (Specify)

4. SIZE OF BUSINESS: (a) Average No. of Employees for last 4 Calendar Quarters: 30

(b) Floor Space (Sq. Ft.): Mfg. _____; Warehouse _____; Office 5,000

5. IDENTIFY SPECIAL CAPABILITIES (i.e. Manufacturing Specialties, Consulting Expertise, Breakdown of ADP Capabilities):

Mitchell, Titus & Co. is a full service CPA firm, providing services in such areas as auditing, accounting, taxation, financial management consulting, accounting system installation, computer systems installation, personnel recruiting, training seminars, financial counselling, etc. The firm has an extraordinary high caliber staff. Most of our professional staff are CPAs and also holders of MBA degrees. The firm has strong capabilities in auditing government funded programs for various federal departments and agencies.

6. IDENTIFY: (a) Equipment on Hand; (b) New Equipment Required:

As our firm renders professional services, there is little need for special equipment - all required office equipment is on hand at the present time.

7. CONTRACTS HELD WITH FEDERAL

Procuring Agency

Department of Commerce
Environmental Protection
Agency
Agency for International
Development

8. LIST ITEMS OR SERVICES FOR

Auditing, accounting, tax services, management consulting services.
Conducting training seminars.

No list submitted
in Capital Gains
Consortium - SBA & A
Contract!!
W2

9. COMPANY FISCAL YEAR: JANUARY 1 To DECEMBER 31
(Month, Date) (Month, Date)

(a) Total Sales for Preceding Three Fiscal Years:

FY 1972 \$ none : FY 1973 \$ 165,000 : FY 1974 \$ 303,000 :

(b) Total Sales for Current Fiscal Year to Date: \$162,000 for January to June, 1975.

10. BUSINESS PLAN PROJECTION (By Federal Fiscal Year):

	1975	1976	1977	1978
8(a) Projected Support	\$ <u>50,000</u>	\$ <u>150,000</u>	\$ <u>150,000</u>	\$ <u>150,000</u>
Non-8(a) Sales	\$ <u>300,000</u>	\$ <u>350,000</u>	\$ <u>400,000</u>	\$ <u>450,000</u>
TOTAL	\$ <u>350,000</u>	\$ <u>500,000</u>	\$ <u>550,000</u>	\$ <u>600,000</u>

11. LIST 8(a) REQUIREMENTS NEEDED FOR CURRENT FEDERAL FISCAL YEAR OR NEXT FEDERAL FISCAL YEAR: 197 : (For Manufacturing Firms ONLY)

FEDERAL STOCK CLASS (4-Digit Number)	CLASS CATEGORY	DOLLAR VOLUME REQUIRED
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	TOTAL \$ _____

12. NATIONAL BUY SUPPORT REQUESTED: ☒ Yes ☐ No

13. INDUSTRY SUPPORT REQUESTED: ☒ Yes ☐ No

14. ENCLOSURE(S) (Check): ☐ Descriptive Literature ☒ Brochure
☐ Photographs ☐ Catalog

15. CONTINUATION OF PREVIOUS ITEMS (include item number)/REMARKS:

(5) MITCHELL & TITUS has an extremely highly qualified staff. More than 50% of our staff are either MBAs or CPAs or both, including one who is a CPA and an attorney. We can handle any type of auditing assignment and most financial management consulting and training engagements. Three of our staff members have taught at the City University of New York.

(Use additional plain sheets if necessary)

Prepared By:

Bert N. Mitchell, PART 192

Date:

September 17, 1975

SBA Region No.

II

CAPABILITY REVIEW AND REQUIREMENTS REQUEST

INITIAL SUBMISSION
REVISIONTO: DIRECTOR, OFFICE OF BUSINESS DEVELOPMENT
WASHINGTON, D. C. 20416

DATE: 4/12/76

1. APPLICANT'S NAME AND ADDRESS (Include County and ZIP Code)

MITCHELL & TITUS, CPAs 60 East 42nd Street, New York, N.Y. 10017
COMPANY CONTACT: Bert N. Mitchell TELEPHONE NUMBER: (212) 697-60202. TYPE OF ORGANIZATION (CHECK ONE): ☐ Individual ☒ Partnership ☐ Other (Specify)☐ Corporation { Own of Incorporation _____
Incorporated in State of _____ Year Firm Established 1973

3. TYPE OF BUSINESS (Check Applicable Box(es)):

☐ Manufacturer/Producer ☐ Concession ☐ Consulting ☒ Service CPA firm
☐ Construction ☐ Sales ☐ Other (Specify)

4. SIZE OF BUSINESS: (a) Average No. of Employees for last 4 Calendar Quarters: 12

(b) Floor Space (Sq. Ft.): Mfg. N/A; Warehouse N/A; Office 1,600

5. IDENTIFY SPECIAL CAPABILITIES (i.e. Manufacturing Specialties, Consulting Expertise, Breakdown of ADP Capabilities).

MITCHELL & TITUS, CPAs performs auditing and management consulting in various areas, e.g., financial management systems, training seminars for financial personnel. Assists government agencies and corporations in internal accounting work when their staff is overburdened, etc.

Continued under #15

6. IDENTIFY: (a) Equipment on Hand; (b) New Equipment Required:

Only equipment necessary are normal office machines - all of which are on hand at present.

7. CONTRACTS HELD WITH FEDERAL GOVERNMENT DURING PAST 3 YEARS (List Separately)

DO NOT INCLUDE 8(a) AWARDS.

Procuring Agency

Description of Items (Include FSN where applicable)

\$ Value

SOCIAL SECURITY ADMINISTRATION

AUDIT OF MEDICARE CONTRACT

\$4,500

8. LIST ITEMS OR SERVICES FOR WHICH FIRM NOW SEEKS COMMERCIAL MARKETS:

Auditing, accounting, tax planning, and various types of financial management consulting.

CAPABILITY REVIEW AND REQUIREMENTS REQUEST

☐ INITIAL SUBMISSION
☒ REVISION

TO: DIRECTOR, OFFICE OF BUSINESS DEVELOPMENT
 WASHINGTON, D. C. 20416

DATE: March 14, 1975

1. APPLICANT'S NAME AND ADDRESS (Include County and ZIP Code)

MITCHELL & TITUS, CPAs, 60 East 42nd STREET, New York, New York 10017

COMPANY CONTACT: BERT N. MITCHELL

TELEPHONE NUMBER: 212-697-6020

2. TYPE OF ORGANIZATION (CHECK ONE): ☐ Individual ☒ Partnership ☐ Other (Specify)
☐ Corporation { Date of Incorporation _____
 Incorporated in State of _____

 Year Firm Established
 April 1973

3. TYPE OF BUSINESS (Check Applicable Box(es)):

☐ Manufacturer or Producer ☐ Concession ☐ Consulting ☒ Service
☐ Construction ☐ Sales ☐ Other (Specify)

4. SIZE OF BUSINESS: (a) Average No. of Employees for last 4 Calendar Quarters: 10

(b) Floor Space (Sq. Ft.): Mfg. _____; Warehouse _____; Office 1,600

5. IDENTIFY SPECIAL CAPABILITIES (i.e. Manufacturing Specialties, Consulting Expertise, Breakdown of ADP Capabilities):

Mitchell & Titus performs auditing and management consulting in various areas, e.g., financial management systems, training seminars for financial personnel. Assists government agencies and corporations in internal accounting work when their staff is over burdened, etc.

Continued under # 15

6. IDENTIFY: (a) Equipment on Hand; (b) New Equipment Required:

Only equipment necessary are normal office machines - all of which are on hand at present.

7. CONTRACTS HELD WITH FEDERAL GOVERNMENT DURING PAST 3 YEARS (List Separately)

Procuring Agency	Description of Items (Include FSN where applicable)	\$ Value
NONE		

NONE

8. LIST ITEMS OR SERVICES FOR WHICH FIRM NOW SEEKS COMMERCIAL MARKETS:

Mitchell & Titus performs auditing and management consulting in various areas, e.g., financial management systems, training seminars for financial personnel. Assists government agencies and corporations in internal accounting work when their staff is overburdened, etc.

CAPABILITY REVIEW AND REQUIREMENTS REQUEST

☐ INITIAL SUBMISSION
☒ REVISIONTO: DIRECTOR, OFFICE OF BUSINESS DEVELOPMENT
WASHINGTON, D. C. 20416

DATE: 07/25/78

1. APPLICANT'S NAME AND ADDRESS (include County and ZIP Code)

Mitchell, Titus & Co., 2 Park Avenue, New York, New York 10016

COMPANY CONTACT: Bert N. Mitchell

TELEPHONE NUMBER: (212) 686-4777

2. TYPE OF ORGANIZATION (CHECK ONE): ☐ Individual ☒ Partnership ☐ Other (Specify)☐ Corporation

Date of Incorporation _____

Incorporated in State of _____

Year Firm Established
1973

3. TYPE OF BUSINESS (Check Applicable Box(es)):

☐ Manufacturer or Producer☐ Concession☐ Consulting☒ Service☐ Construction☐ Sales☐ Other (Specify)

CPA firm

4. SIZE OF BUSINESS: (a) Average No. of Employees for last 4 Calendar Quarters: 24

(b) Floor Space (Sq. Ft.): Mfg. _____: Warehouse _____: Office 5,000

5. IDENTIFY SPECIAL CAPABILITIES (i.e. Manufacturing Specialties, Consulting Expertise, Breakdown of ADP Capabilities):

Mitchell, Titus & Co. is a full service CPA firm, providing services in such areas as auditing, accounting, taxation, financial management consulting, accounting system installation, computer systems installation, personnel recruiting, training seminars, financial counselling, etc. The firm has an extraordinary high caliber staff. Most of our professional staff are CPAs and also holders of MBA degrees. The firm has strong capabilities in auditing government funded programs for various federal departments and agencies.

6. IDENTIFY: (a) Equipment on Hand: (b) New Equipment Required:

As our firm renders professional services, there is little need for special equipment - all required office equipment is on hand at the present time.

7. CONTRACTS HELD WITH FEDERAL GOVERNMENT DURING PAST 3 YEARS (List Separately)

Procuring Agency	Description of Items (Include FSN where applicable)	\$ Value
Department of Commerce	Audit of grantees	\$150,000
Environmental Protection Agency	Audit of grantees	300,000

8. LIST ITEMS OR SERVICES FOR WHICH FIRM NOW SEEKS COMMERCIAL MARKETS:

Auditing, accounting, tax services, management consulting services.
Conducting training seminars.

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview December 10, 1981

On December 10, 1981, I personally re-interviewed MICHAEL McHALE, presently assigned to the Newark Office of SBA, FTS 341-3257. MR. McHALE was the SBA contract negotiator involving Department of Labor and Mitchell Titus Co. in August 1980. MR. McHALE viewed the correspondence relating to the contract awarded to MITCHELL Titus Co. dating from 7/23/80 through 11/10/80. MR. McHALE stated that there is no indication in the correspondence that would reflect other than usual procedure. He had no recollection of any telephone calls, memos or other contacts, other than reflected in the letters. MR. McHALE was asked whether he had received the memo of negotiations between DOL and Mitchell Titus Co. referred to in letter dated 8/26/80. MR. McHALE did not have any recollection, but indicated that it would be in file at SBA. Inquiry by MR. McHALE with SBA indicated that memo of negotiations was not in file. He stated that a copy of said negotiations could be obtained from contract file maintained at DOL National Office.

MR. McHALE was asked whether an SBA sub-contractor could obtain an 8A classification in more than one SBA Region. He indicated that this would most likely be irregular. He stated that if a sub-contractor was receiving contracts from more than one SBA Regional Office, that information should be reflected in the files maintained at the respective SBA offices.

By S/A Ernest P Repetti 
At New York, N.Y.

Date Dictated 12/10/81

Date Transcribed _____

File No. 20-0598-0001A

GARRETT, SULLIVAN & COMPANY, P...
 CERTIFIED PUBLIC ACCOUNTANTS
 POST OFFICE BOX 1029
 107.5 E. PARRISH STREET
 DURHAM, NORTH CAROLINA 27702
 TELEPHONE (919) 688-8002
 (919) 688-6253

NATHAN T. GARRETT, CPA
 DEWITT SULLIVAN, CPA
 WALTER C. DAVENPORT, CPA
 LEE E. SANDERS, CPA
 SUSAN B. GRAHAM, CPA
 WINSTON E. CHEN, CPA

MEMBERS
 AMERICAN INSTITUTE OF
 CERTIFIED PUBLIC ACCOUNTANTS
 NATIONAL ASSOCIATION OF
 MINORITY CPA FIRMS

March 8, 1978

Mr. Samuel Solomon
 U. S. Small Business Administration
 Region IV
 1375 Peachtree Street, N.E.
 Atlanta, Georgia 30309

Dear Mr. Solomon:

Pursuant to our phone call this morning, I enclose a copy of the agreement among the four firms to be involved in the \$930,400.00 contract #SB-440-8(a)-78-C-094.

The agreement has been reviewed by USDOL officials in Washington and they find it acceptable.

Dates and the contract number are to be filled in when your office has signed off.

The fees (including profit) to be paid to each firm are as follows:

	<u>Garrett, Sullivan & Company</u>		<u>Ashby & Company</u>		<u>Mitchell, Titus & Company</u>		<u>Watson, Rice & Company</u>	
	<u>Hours</u>	<u>Fees</u>	<u>Hours</u>	<u>Fees</u>	<u>Hours</u>	<u>Fees</u>	<u>Hours</u>	<u>Fees</u>
Direct Ser- vice to 303 Sponsors	4,270	\$145,180	2,846	\$ 96,764	4,270	\$145,180	2,846	\$ 96,764
Executive & Quality Con- trol Committee	192	10,944	192	10,944	384	21,888	192	10,944
Project Leader	<u>832</u>	<u>47,424</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Totals	<u>5,294</u>	<u>\$203,548</u>	<u>3,038</u>	<u>\$107,708</u>	<u>4,654</u>	<u>\$167,068</u>	<u>3,038</u>	<u>\$107,708</u>

The balance of the money in the contract represents reimbursement of actual costs for travel, administrative employees in the D. C. office and their related support expenses.

Mr. Samuel Solomon

RE: Small Business Administration- Region IV

Page 2

March 8, 1978

Anything that you can do to speed the approval would be appreciated since we are incurring costs for rent and administrative matters which are not reimbursable until the contract is signed. If there are any questions, call me or Mr. Dewitt Sullivan.

Very truly yours,

A handwritten signature in dark ink, appearing to read "N. T. Garrett", with a stylized flourish at the end.

Nathan T. Garrett

Certified Public Accountant

Copy: Ms. Lillie Watts
U. S. Department of Labor
601 D Street, N.W., Room 6406
Washington, D. C. 20213

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 1978 by and between Garrett, Sullivan and Company, Certified Public Accountants, Professional Association, a North Carolina professional corporation (hereinafter referred to as GS&CO), party of the first part, and the following parties of the second part:

Ashby and Company, a Colorado partnership
Mitchell, Titus & Company, a New York partnership
Watson, Rice & Company, Inc., an Ohio professional corporation

WITNESSETH:

1. Parties of the second part join with GS&CO to form a consortium to perform services as outlined in contract # _____ between the U. S. Department of Labor and GS&CO (hereinafter referred to as the "Contract") for an eighteen month period beginning _____ but to include any extensions of the Contract that may be necessitated.
2. Parties of the second part shall not be considered employees or partners of GS&CO, but are independent professional contractors who shall remain responsible for the quality of the work conducted. Should GS&CO or USDOL upon review of work conducted not accept any portion thereof and it is necessary for the work to be redone, the cost of re-doing the work shall be borne by such contractor.
3. Dewitt Sullivan has been designated as Partner in Charge of this Contract and he shall perform the functions indicated in the various sections which follow.
4. All work shall be assigned to the various firms by Dewitt Sullivan. Every effort shall be made to assign work which is closest to the practice offices of the participating firms. It is agreed that each participating firm's work allocation shall, as nearly as possible, be as follows:

Ashby & Company	20% or 7,280 hours
Mitchell, Titus & Company	30% or 10,920 hours
Watson, Rice & Company, Inc.	20% or 7,280 hours
GS&CO	30% or 10,920 hours

Change hours

5. Sullivan shall have the right to make adjustments in the above allocation to meet operating emergencies. However, no firm's allocation may be decreased by more than 320 hours without agreement of the Management Council which body is described in paragraph 11 of this Agreement. Should any reallocation be required, every attempt shall be made to apportion the hours equally among the other parties to this Agreement.
6. All work performed shall be subjected to the normal in-house review process of the firms involved prior to submitting it to Sullivan. If changes are called for after Sullivan's review they will not be made without the agreement of the preparing firm. It is understood that each party to this Agreement warrants to all other parties that the requisite professional standards will be applied to all work performed and that a reasonable amount of professional and general liability insurance is in force.
7. Working papers in support of reports rendered shall be submitted to Sullivan for filing in the Washington, D. C. office. These working papers shall be accessible to all parties and the appropriate officials of USDOL for a period of three years after the conclusion of the Contract. *3 years after final payment*
8. All work assigned to a participating firm shall be performed by qualified personnel as defined in the Contract.
9. Billable Work is defined as those activities required to properly plan, execute, document and review the results of engagement contacts with the Section 303 Sponsors which are to be the beneficiaries of the Contract service. Billable Work does not include clerical assistance.
10. All Billable Work as defined in paragraph 9 will be paid at the rate of \$37.05 [?] per hour.

11. There shall be a Management Council consisting of the following persons.

Nathan T. Garrett, CPA, Thomas Watson Jr., CPA, Dewitt Sullivan, CPA, Lucius Ashby, CPA, Robert Titus, CPA and Bert Mitchell, CPA, who shall act as chairman. This Council shall meet regularly with designated representatives of USDOL and with one another as required upon notice by Sullivan or Mitchell. The Council shall have authority to settle all disputes among the parties to the Agreement which may arise in the performance of the field work or the administration of the contract.

12. Billings shall be submitted to USDOL as frequently as permitted under their policies. (It is presently understood that this will be twice per month).

Billings shall include the hours invoiced to Sullivan by each firm times the rate stated in paragraph 10; authorized travel in accordance with STGR; other expenditures as authorized by Sullivan; and the period costs for administration. *7 inserted with terms of the DOL Contract* *DC* *Office*

13. Remittances shall be made to the participating firms within one business day of the receipt of payment by USDOL.

14. From each remittance GS&CO shall withhold 10% of the fees until the contract is completed and all performance has been accepted by USDOL. The 10% retainage shall be placed in an interest earning account for each firm. The account shall be in the names of GS&CO and the participating firm. Withdrawals shall be only on the signature of the proper official(s) of GS&CO. When all performance has *and full payment made* been accepted by USDOL, the principal and interest earnings in each account will be transmitted to the participating firm.

15. GS&CO shall furnish a blanket position bond in the amount of \$100,000, ~~the cost of which shall be charged as an administrative cost under the Contract.~~

16. GS&CO shall undertake to obtain a loan or a line of credit in an amount sufficient to provide working capital for the use of parties to this Agreement. Participating firms may negotiate advance payments with Sullivan at an interest rate equal to one point above the rate being charged to GS&CO by the lending institution.

17. A participating firm may withdraw from this Agreement only upon three months written notice to each other party. It is understood that the withdrawing party shall forfeit all fees retained as described paragraph 14.
18. No parties to this Agreement shall have the right to assign this Agreement in any manner.
19. Any cost incurred by the consortium not reimbursed by USDOL will be borne by members on the same basis as the work is allocated in paragraph 4.
20. The aforementioned Contract between USDOL and GS&CO is incorporated in this Agreement by reference and any terms contained herein which are inconsistent with provisions of the Contract shall be void.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

GARRETT, SULLIVAN & COMPANY, CPAs, PA

By _____

ASHBY & COMPANY

By _____

MITCHELL, TITUS & COMPANY

By _____

WATSON, RICE & COMPANY, INC.

By _____

U.S. DEPARTMENT OF LABOR

Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview 10/29/81

On this date, MR. CHARLES KNAPP, former Special Assistant to Labor Secretary MARSHALL was interviewed in his office located at 2025 I Street, N.W., Washington, D.C. Mr. Knapp is in Room 624 of this building with a telephone number of 676-3964.

Mr. Knapp stated that Secretary Marshall initiated the Title 3 Steering Committee because he wanted a central body to consolidate all programs in order to formulate better fiscal decisions on which funds to appropriate. Knapp stated that the committee worked well in 1979 when appropriations were timely, however, in 1980 the initiating of the continuing resolution rather than a budget seriously hampered their decision making relative to the various agencies requesting funds. Mr. Knapp did not remember attending meetings during late 1980 and early January 1981 because of the continuing resolution. He stated that ERNIE GREEN, shortly after the election, took authority to sign the Procurement Action Request (PAR) which seemed to be a little unusual. However, Knapp stated there was nothing illegal in this.

Mr. Knapp stated that it was not the general form of business for the committee to authorize the sending of telegrams to acknowledge the different agencies that they have been funded. Therefore, it seemed strange to him that when he read in the newspapers that Ernie Green had authorized the sending of many telegrams to notify the different agencies of the awards they have received. Mr. Knapp stated that in 1978 a grant request came in from the University of Texas the school where Secretary of Labor Marshall and he had previously been associated with. Therefore, Knapp stated that he advised the committee that both he and

By 
Special Agent D. T. Kaylor
At Washington, D.C.

Date Dictated 10/30/81Date Transcribed 11/04/81File No. OI-0524-0001

Secretary Marshall did not want to be involved in this contract. Mr. Knapp stated that he remembered the MITCHELL-TITUS case, however, he did not attach any significant either then or now as to any relationship that this firm might have had to anybody on the Steering Committee. Knapp then stated that the Steering Committee was urged by the CARTER Administration to initiate more work with 8(a) contractors.

Knapp then stated that he never received anything of value, money, or any gratuity as a result of his decision making on this committee. He further stated that he did not recall on the committee that might have received anything of value either. Knapp then stated that he remembered that when Green was attempting to take a leave-of-absence to campaign for President Carter he remembered that the Solicitor's Office advised Green that a Political Appointee could not take a leave-of-absence. Knapp then stated that he believed that he heard that Green did not take a leave of absence but was paid by the Department and subsequently repaid the money back to the Department. Mr. Knapp stated that he was detailed temporary into Green's position while Green was campaigning for Carter.



U.S. Small Business Administration
Washington, D.C. 20416

OFFICE OF THE
INSPECTOR GENERAL

October 21, 1981

Mr. A. M. Statham
Assistant Inspector General
U. S. Department of Labor
New Department of Labor Building
200 Constitution Ave., N.W.
Room S1303
Washington, D. C. 20210

Mitchell-Titus (79-20)

Dear Mac:

Information pertaining to the Mitchell/Titus Case which was forwarded to me from the Office of the Regional Administrator, SBA New York Region, is enclosed.

If you have any questions, please do not hesitate to call upon me.

Sincerely,

R.R.
R. R. Reusche
Assistant Inspector General
for Investigations

Enclosure

10/21/81

ROUTING AND TRANSMITTAL SLIP

Date
Oct. 16, 1981

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. Ray Reuche		
2. Office of Inspector General		
3. SBA, Washington, D.C		
4.		
5.		

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

Enclosed is information requested by U.S. Dept of Labor on the Mitchell/Titus case.

Please transfer this information to
U.S. Dept of Labor
P.O. Box 1924
Washington, D.C 20013

Attn: Mac Statham, Asst. I. G.

This request was concurred by C.O personnel.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No.—Bldg.
John A. Tracy, Chief PA	Phone No. 264-1771

U. S. Department of Labor

Office of Inspector General
90 Church Street
Room 1316-B
New York, N.Y. 10007



Reply to the Attention of:

October 16, 1981

Mr. John Tracy
Chief of Procurement
Small Business Administration
26 Federal Plaza
New York, N.Y. 10007

Dear Mr. Tracy:

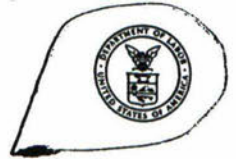
Reference is made to the telephone conversation between Mr. Tom Dumaresq, Coordinator of Certification of Competency, S.B.A. New York and Special Agent William E. Zleit of the Office of Inspector General, U.S. Dept of Labor on Oct. 15, 16, 1981 concerning Bert Mitchell and Mitchell/Titus & Co.

To assist in the development of an ongoing Federal Criminal investigation now being conducted by the Office of Inspector General it is requested you furnish copies of a November, 1979 promissary note in the amount of \$10,000 and an August 1980 promissary note in the amount of \$6,000. The notes were transacted between Bert N. Mitchell and Ernest Green former Assistant Secretary of Labor. A copy of the statement given to S.B.A. by Mr. Mitchell regarding his financial relationship with Mr. Green is also requested.

Thank you for your cooperation in this matter.

Sincerely,


Ernest P. Repetti
Special Agent
U.S. Dept. of Labor, OIG



5455

Fred Long prof.

Faculty Office - Teachers [Inquiry]
C. W. Univ. -> 676-6000
Charles Kropp - Econ
C 676-6610 -

* Charles Kropp 676-6150 -
Ph. 676-3964 -

C. W. -

Thurs: 11:15 AM
2025 I ST. N. W. Room 624
Corner 21 & Penn. Rocklows
FBI.
Foggy Bottom

10/29/81 w/ Phil Krass

Com. 4/20/77 → 1/20/81 -

Title:

2 1/2 Spec. Asst. to Marshall

Mar 1978 - Pres. Exec. Asst. to EPA

P

Under Assoc. Prof. of Econ. & public policy -
Teach & do research -

If Title III & IV Committee - Proposed to
do things for under discretionary programs - Sec. Marshall
wanted a central body to consolidate all programs in
order to make better rational decisions on the funds
- Budget - idea came up with regard to financial
funding -

Com. worked well in 1979 - became aggressive
when finally → then in 1980 - extremely confident
created haven advantage →

Only funds for a quarter → also some
money returned → became a very old person -

Then Federal - Dis. of public programs.

Several steps → does not remember names of
many steps during late 1980 → 1981.

Even after election took authority to sign PAA
(Presidential Action Request) -

Some classes when some are funded & total 4 - it
helped move into Title III -

Never used Telephone, never moved.

Interviews :

8:30 - Steve

10:00 - Fernando Alegria

10:10 - 10/1 - Clay Allen
10:20 - 10/27 - Mike Edick

Joni Moss? Mrs. Cristie
Chasen batwood?

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Office of Inspector General

REPORT OF INTERVIEW

Date of Interview May 12, 1981

On this date I interviewed WADE DUNN relative to contracts between MEDIA SYSTEMS CORPORATION and GREEN HERMAN & ASSOCIATES. DUNN stated the following:

DUNN stated that the main office of MEDIA SYSTEMS CORP. (MEDIA) is located at 757 Third Ave., New York, New York (Tel. #212-888-3716). He stated that all proposals, contractual agreements and payments are handled from the main office. DUNN stated that JAMES CASELLA is the Vice President of MEDIA and that I should direct my questions to him.

DUNN stated that he is the National Sales Manager of MEDIA. He stated that his primary duty is to develop National Training Centers. He stated that he does not get involved in contractual matters.

By Special Agent Martin Squitieri
At Rockville, Maryland

Date Dictated 5/12/81
Date Transcribed 5/13/81
File No. 30-0578-0002

James Casella, V.P. -
talk to regarding

Natl Sales Mngr. - Ceta, Military,
700 Community Colleges -
Develop Training Centers -

Everything is done in N.Y.

cc: 3/13/81
Cassidy
Chelton



A Subsidiary of
Harcourt Brace Jovanovich, Inc.

757 Third Avenue
New York, NY 10017
(212) 888-3716

AVT® Learning Systems

MEDIA SYSTEMS CORPORATION

James Casella Vice President

February 27, 1981

Mr. Ernest Green
Green-Herman and Associates, Inc.
1825 Connecticut Ave., N.W.
Suite 308
Washington, D.C. 20009

Dear Ernie:

HBJ/Media Systems Corporation would like to enter into a cooperative relationship with Green-Herman and Associates, Inc. This letter will outline the terms of our agreement.

1. This agreement will be in effect from March 1, 1981 through September 30, 1981. At that time, both parties will review the previous six months' results and determine whether or not to extend the agreement.
2. HBJ/Media Systems Corporation will provide Green-Herman and Associates, Inc., with a \$12,500 retainer for their services during this period. This will be paid in full upon the signing of this agreement. In addition, HBJ/Media Systems Corporation guarantees that for each contract awarded by a targeted prime sponsor (see attached list) to HBJ/Media Systems Corporation, there will be a minimum of \$2,500 in additional consulting subcontracted to Green-Herman and Associates, Inc.
3. Reasonable travel expenses by Green-Herman and Associates, Inc., which are directly related to HBJ/Media Systems Corporation

projects and which have been initiated by Wade Dunn and approved by myself, will be reimbursed by HBJ/Media Systems Corporation.

4. The following prime sponsors are the targets for the initial period:

Cleveland, OH
Detroit, MI
East St. Louis, IL
Houston, TX
Los Angeles, CA
Memphis, TN
Nashville, TN
Nassau County, NY
Balance of New York
New York City, NY
Oakland, CA
Philadelphia, PA
Richmond, VA
Rochester, NY
St. Louis, MO
Syracuse, NY
Union County, NJ
Washington, DC

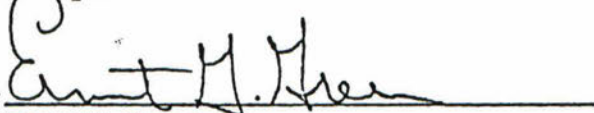
Ernie, I am certain that this will prove to be a mutually beneficial arrangement to both our concerns. If you agree, will you please sign and return one copy to me. The second copy is for your file.

Cordially,



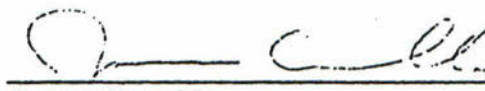
James Casella

Accepted:



Ernest Green
Green-Herman and Associates, Inc.

Accepted:



James Casella
Vice President
HBJ/Media Systems Corporation

JAC:mh

cc: Wade E. Dunn
Alexis Herman
Sarah B. Resnick

U
A Subsidiary of Harcourt Brace Jovanovich, Inc.

Mailing Address: 757 Third Avenue
New York, NY 10017
Offices: 919 Third Avenue
212-888-3450

AVT® Individualized Learning



MEDIA
SYSTEMS
CORPORATION

March 2, 1981

TO: All Government Market Salespeople

FROM: Wade Dunn

As you know, the meetings with Ernest Green and Jim Casella in Washington, D. C. are scheduled for Tuesday, March 10. Please arrange your travel plans so that you can arrive at Ernest Green's office at 1825 Connecticut Avenue, N. W. between 9:00 and 9:30 am.

9:30 - Introductions

9:45 - Presentation by Wade Dunn on the operations
of Media Systems

12:00 - Lunch

1:00 - Meeting among David Ware, Ernest Green, Jim
Casella and Wade Dunn re targeting of CETA Prime
Sponsors in David Ware's area

1:30 - Meeting among Doug Sedelmeyer, Ernest Green, Jim
Casella and Wade Dunn re targeting of CETA Prime
Sponsors in Doug Sedelmeyer's area

2:00 - Meeting among Reginald Moss, Ernest Green, Jim
Casella and Wade Dunn re targeting of CETA Prime
Sponsors in Reginald Moss' area

2:30 - Adjournment

cc: Ernest Green ✓
Jim Casella



A Subsidiary of Harcourt Brace Jovanovich, Inc.

Mailing Address: 757 Third Avenue

New York, NY 10017

Offices: 919 Third Avenue

212-888-3450

AVT® Individualized Learning

MEDIA
SYSTEMS
CORPORATION

February 27, 1981

TO: ✓ Reginald Moss

FROM: Wade Dunn

These are the accounts which Ernest Green will be assisting you with:

New York City

Washington, D. C.

Detroit

Cleveland

Balance of State, North Carolina

Philadelphia

Richmond



A Subsidiary of Harcourt Brace Jovanovich, Inc.

Mailing Address: 757 Third Avenue

New York, NY 10017

Offices: 919 Third Avenue

212-888-3450

AVT® Individualized Learning

MEDIA SYSTEMS CORPORATION

February 27, 1981

TO: ✓ David Ware

FROM: Wade Dunn

These are the accounts which Ernest Green will be assisting you with:

St. Louis

East St. Louis

Los Angeles

Oakland

Memphis

Houston

Nashville



A Subsidiary of Harcourt Brace Jovanovich, Inc.

Mailing Address: 757 Third Avenue

New York, NY 10017

Offices: 919 Third Avenue

212-888-3450

AVT® Individualized Learning

MEDIA SYSTEMS CORPORATION

February 27, 1981

TO: ✓ Doug Sedelmeyer

FROM: Wade Dunn

These are the accounts which Ernest Green will be assisting you with:

New York Balance of State
Nassau County New York
Union County New Jersey
Rochester
Syracuse

GREEN-HERMAN & ASSOCIATES, INC.

1825 Connecticut Avenue, N.W.

Suite 308

Washington, D.C. 20009

Telephone: (202) 797-7206

INVOICE

April 13, 1981

Wade Dunn
Media Systems Corporation
706 Rockville Pike
Rockville, Maryland 20852

Travel Expenses (March-April, 1981)

St. Louis to San Francisco (air fare)	\$331.00
car rental	47.39
gas	10.60
San Francisco to Los Angeles	95.00
meals	9.88
Los Angeles to Washington (Dulles)	<u>418.00</u>
Total due	\$911.87


Ernest Green

Enclosures (receipts)

GREEN-HERMAN & ASSOCIATES, INC.

1825 Connecticut Avenue, N.W.

Suite 308

Washington, D.C. 20009

Telephone: (202) 797-7206

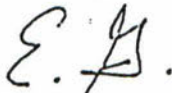
INVOICE

March 24, 1981

Wade Dunn
Media Systems Corporation
706 Rockville Pike
Rockville, Maryland 20852

Travel Expenses (March 1981)

Washington/New Orleans and return (air fare)	\$386.00
(taxi fares)	20.00
Washington/New York (Nassau County) and return (air fare)	118.00
(taxi fare)	<u>12.00</u>
Total amount due	\$536.00


Ernest Green

MEDIA SYSTEMS CORPORATION
A SUBSIDIARY OF
HARCOURT BRACE JOVANOVIĆ, INC.

DATE 4-23-81 CHECK # 00191
10-07-00003-5021

DATE	INVOICE OR CREDIT MEMO NUMBER	TYPE	DESCRIPTION	VOUCHER NO.	A	M	O	U	N	T	S
4-14-81	*10400053600		CR-PW	6040157	GROSS		DISCOUNTS		NET		
					53600				53600		
TOTAL					53600				53600		

THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE.

- ① proposal - kind of plan -
- ② Asst Secy - Com. - Office of Budget
- ③ , on com. , aware of background of project -
- ④ concerns of voters - so ahead - hold it - etc.
- ⑤ - sent more info
- ⑥ - back to DMB - sent instructions - after would
- ⑦ - then get that done for Gov't -
- ⑧ - OAR would come forward -

1978 - sent request from Univ. of Tex &
that still needed & use involved with

A RTO - ^{not unusual} at the time -)

Allen showed military / Texas - mts is let
1980 - Allen saw for summer up state
for ETA - & turned job of mid system -

We were used to admin. to do some
work with the contractor -

never really together or working
on, but then -> etc ->

yes, agreeable - cannot take leave of
absence - still in the field - told by
members to stay - out of ETA business

Allen RTO
Allen RTO

U.S. Department of Labor

Employment and Training Administration
601 D Street, N.W.
Washington, D.C. 20213



MEMORANDUM FOR: T. JAMES WALKER

T.C. KOMAREK

FROM:

for JAN STEN

SUBJECT: 8(a) Contractor Support for UMS Handbook Development

As you know, we are planning to make use of 8(a) contractor support via Title III funding to assist us in completing the UMS Handbook. The name of the firm we would like to bring on board is:

Mitchell, Titus and Company
Certified Public Accountants
1825 K Street, N.W.
Washington, D.C. 20006

Attached please find the Procurement Action Request for your signature to obligate funds for this project, and the Statement of Work for the Contractor. Based on conversations with the Division of Contracting Services, we estimate that the contractor will probably not be on board till mid to late August, due to SBA procedures.

Linda Maldonado will be supervising the contractor's work during the project. If there are any questions, please call her or Hope Etienne on x67993.

Attachments

CONTRACTOR STATEMENT OF WORK

General Description - Project #1. Contractor will provide support to the staff in development of a Handbook explaining the Unified Management System (UMS), as well as preparation of training materials for the Handbook. Finished product will be contained in a 3-ring binder, to allow for necessary date inevitable changes and revisions over the next year. The Handbook is intended to be concise (under 100 pages), clearly written, and presented spelled out in simple, step-by-step fashion, illustrated by appropriate graphics, charts, and examples of the "what" and "why" steps to fill out the forms. The Handbook will serve two audiences: ETA managers and staff who want a broad conceptual description of how and why the UMS works, and the staff people who plan and complete the work of the planning and review processes.

Product Deadline. 500 completed assembled Handbooks are due to ETA not later than October 31, 1980. Training materials and visual aids are due to ETA not later than November 5, 1980.

Specific Tasks

1. Write the UMS Handbook, based on detailed outline of contents and first written draft to be supplied by DOL/ETA. Write such supplementary revisions as may be necessary to complete the final product. Edit the Handbook for consistent writing style, accurate spelling, low fog count, general clarity, and consistent format. Create a complete index, glossary and list of abbreviations used in the Handbook.

All drafts and revisions will be reviewed and approved by ETA.

2. Redesign two forms in current use so that they reflect desired changes (Annual Work Plan form and Goals and Objectives form).
3. Recommend alternative formats for Handbook, including tabs, color coding, graphics, cover art, binders, etc., for selection and approval by ETA.
4. Secure all graphics, tabs, binders, and duplication of materials for the U.M.S. Handbook.
5. Completely assemble all Handbooks.
6. Do all typing, proofreading and duplication of interim drafts and final product.
7. Design 1-day experiential, "hands on" training on the UMS Handbook for ETA staff, focusing on activities that require participants to use the Manual completely. Training will be conducted by ETA staff. Execute all graphics and support materials for use in training sessions.

Approximate number of sessions: 12

Estimated number of trainees per session: 20

Estimated beginning date for training: November 10, 1980

Deliverables: Written drafts, final draft, camera ready copy and graphics for approval prior to duplication, assembled complete Handbooks.

General Description-Project #2. Contractor will assist ETA to develop an effective presentation for Quarterly Reports.

Product Deadline: 1st Quarter Report Presentation for FY '81 will be due March 1, 1981.

Specific Tasks

1. Design the overall approach and specific elements of an oral and visual presentation by Division of Management Analysis (DMA) each FY quarter to ETA Senior Staff, the purpose of which is to display performance progress for each ETA component and thereby help program administrators to re-evaluate their plans, if necessary. Currently, ETA prepares a Quarterly Progress Report on achievement of goals, a document about 1/4" thick. Copies of the report are transmitted to each National Office component Administrator, but are not apparently utilized by these Managers.

This will require the Contractor to plan how performance data can be analyzed, packaged and presented for greatest impact on the Administrators.

DOL/ETA will arrange access to resource people within ETA as needed.

2. Design and complete graphics and other support materials needed for the prototype oral presentation in March 1981. The design of the packaging is expected to be the same for each quarter, although the statistics and content of the performance results will clearly change.

NOV 10 1980

MEMORANDUM OF NEGOTIATIONS

Subject: Exploratory, Negotiations and Award Recommendation - Provide Technical Support in the Development of a Unified Management System Handbook.

Contractor: Mitchell/Titus and Company
2 Park Avenue
New York, New York 10278

Exploratory discussions were conducted with the subject 8(a) contractor which reflected a high degree of capability in the area of assistance required

Based upon the above satisfactory discussions relative to the Department of Labor Statement of Work, the Mitchell/Titus & Co. was requested to furnish both a formal technical and cost proposal.

Mitchell/Titus & Co. furnished the proposals in a timely fashion, and the proposals were reviewed and evaluated in conjunction with Department of Labor Program Officials and Small Business Specialist.

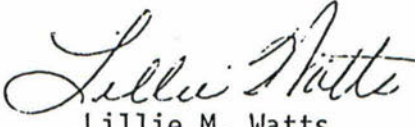
The Department of Labor rating panel stated that Mitchell/Titus & Co. technical proposal ranked high and fully displayed the qualifications to accomplish the proposed tasks.

The Department of Labor determined that Mitchell/Titus & Co. be awarded a cost-reimbursable (Time & Materials) type-contract in the estimated amount of \$80,000.00. The rates outlined in the contract includes related clerical support, overhead and profit. The Contractor will not receive any mark-up on travel and per diem, consultants, or any other expenses.

Legal review is not required within the Department of Labor, ETA for 8(a) requirements.

Using the general criteria set forth in FPR 1-1.1204, I hereby determine that the above-named contractor is responsible and has the necessary capability of performing the tasks and meeting its responsibility under the contract.


Contracting Officer
Office of National Programs


Lillie M. Watts
Contract Specialist
ONP


Linda Maldonado
Federal Representative

1. DATE DOCUMENT PREPARED (Month, Day, Year) 7-11-80		U.S. DEPARTMENT OF LABOR Employment and Training Administration PROCUREMENT ACTION REQUEST		Lillie 2. OFFICE SYMBOL, DOCUMENT NO., AND FISCAL YEAR INITIATED			
3. TO: Office of National Programs Procurement Action Request Control Unit			4. FROM: OAM/Office of Comptroller/ Division of Management Analysis				
5. REQUIREMENT (Identify the procurement action by specific program and project title.) SOLE SOURCE JUSTIFICATION MUST BE APPROVED AND ATTACHED. (See DLMS 2, Section 830)							
a. TYPE OF ACTION ☒ New Procurement ☐ Modification to Contract/Grant - 16 No. 100-109-3824			b. NAME OF PROGRAM OFFICIAL TO BE CONTACTED AND TELEPHONE NUMBER Linda Maldonado x66394 Hope Etienne x67993				
c. NAME OF CONTRACTOR/GRAantee SEA 8(a)			d. NUMBER OF ENROLLMENT OP- PORTUNITIES		e. INDICATE ACTION OFFICE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">National Office</td> <td style="width: 50%; text-align: center;">REGION</td> </tr> </table>	National Office	REGION
National Office	REGION						
f. DESCRIPTION OF PROJECT Technical support to development of Unified Management System Handbook. 1. Writing, editing, proofreading, typing, duplication 2. Graphics design and execution 3. Securing binders 4. Developing training design and materials 5. Development of presentation package of quarterly performance progress. Ken Shick 1125 K St N.W. 20006 293-5713 94-109-3824- SNPA-80-42-8 P.R.#							
6. ENTER DOLLAR AMOUNTS →			Total dollar estimate deemed necessary \$ 80,000				
7. TYPE NAME AND SIGNATURE (Initiating Program Official) T.C. Komarek 82 Tom Komarek			8. TYPE NAME AND SIGNATURE (Program Administrator) T. James Walker 1/1/80				
9. PROGRAM ACTIVITY (Specify) Line 42--Special TA Activities			10. FUNDING SOURCE (Program requirement by Act, Title, Section) CETA Title III - SNPA				
11. IS PROGRAM/PROJECT INCLUDED IN ASSISTANT SECRETARY FOR EMPLOYMENT & TRAINING APPROVED PROJECT PLAN? ☐ YES ☐ NO IF "YES", ENTER PROJECT AMOUNT. \$							
ONP PROCUREMENT ACTION REQUEST CONTROL UNIT USE ONLY → → →		FISCAL YEAR OF FUNDS 1074-M-(STAA)- 916		DOLLARS CURRENTLY AVAILABLE IN PROGRAM ACCOUNT SD \$ 37 000			
FINAL PROGRAM APPROVAL AND COMMITMENT OF FUNDS							
12. ON BEHALF OF ASSISTANT SECRETARY FOR EMPLOYMENT & TRAINING (Administrator, ONP's signature) Charles B. Thrapp					DATE (Mo., Day, Yr.) 7/22/80		

* checks $\leftarrow$ to Angela -

✓ - 23-
- 28-

certified - same grade level -
ment staffing $\rightarrow$

(4) 171 - current performance

① - fed'l exam. - same level
agreement - here -

② $\rightarrow$ fed'l exam - 3 or 4 -
agreement under same agreement

Permit $\rightarrow$

no =
take test:

agreement $\rightarrow$
C. 1. 1 - 688-3360 -

8458.5000 - again 3rd plan

Received by Joan. Nugent
on 6/4/81.

Submitted by Stella
Roseman

Rm 9314 (PH)

U. S. Department of Labor

Office of Inspector General
Investigations (Fraud)
4040 Fairfax Drive
Suite 1002
Arlington, VA 22203
Reply to the Attention of:



June 5, 1981

Delbert Bishop, Assistant Director
National Personnel Records Center
111 Winnebago Street
St. Louis Missouri 63118

Dear Mr. Bishop:

In connection with an official investigation being conducted by the Office of the Inspector General we request that you provide us with a copy of the entire personnel file of Alexis M. Herman, Social Security Number: (b)(6). She was employed as Director of the Womens Bureau, U. S. Department of Labor from March 23, 1977 to approximately January 20, 1981.

According to the records of the personnel office her file was sent to the records center on or about April 20, 1981.

Thank you for your cooperation. If you have any questions please call me at FTS 235-2420.

Sincerely,

Martin Squitieri
Special Agent

RESPONSE LETTER

NAME OF EMPLOYEE <i>Herman, Alexis M.</i>	DATE OF BIRTH <i>07-16-47</i>	SOCIAL SECURITY NUMBER <i>(b)(6)</i>
DATE OF REQUEST <i>6/5/81</i>	DATE REQUEST RECEIVED	DATE OF RESPONSE <i>6/22/81</i>

REQUESTED INFORMATION OR DOCUMENTS

Copy of entire Personnel Folder

- ☒ The attached material is furnished in response to your request.
- ☐ Your request did not specify a particular Standard Form 50, Notification of Personnel Action. We have attached a copy of the most recent form. If you require another SF 50, please include in your request the date of the SF 50 and the specific action shown on the form.
- ☐ This transcript of employment (which has been prepared from pay records) is furnished in lieu of an official personnel folder which either was never established or cannot be located. File this transcript as a permanent record on the right side of the official personnel folder established for this employee.
- ☐ The records of employment with the District of Columbia Government, county offices of the Agricultural Stabilization and Conservation Service, and Defense Non-appropriated Fund activities are not combined with the records of other Federal employment. The attached transcript serves as official documentation of the employee's service in lieu of the folder.
- ☐ This form has not been notarized as we have no notary available. We have affixed the seal of the General Services Administration, which is generally accepted as sufficient certification.
- ☐ We cannot answer questions of a personal nature. Unless otherwise indicated, conduct and performance were satisfactory.
- ☐ The requested information or document is not in the official personnel folder.
- ☐ The information you requested is not releasable without either written authorization from the person whose records are involved or proof of that person's death. If you resubmit your request, please return all correspondence.
- ☐ A search of our records did not reveal a record of the claimed Federal employment. If additional information or documentation can be submitted to verify the information shown in the request or to otherwise support the claimed employment, we will make a further search. If you resubmit your request, please return all correspondence.
- ☐ Requests involving retirement or insurance information or medical records should be sent to the Office of Personnel Management, Compensation Group, 1900 E Street NW, Washington, D. C. 20415.
- ☐ Pay claims arising from Federal employment should be sent to the General Accounting Office, 441 G Street NW, Washington, D.C. 20415.
- ☐ Requests concerning amendment or removal of information in the official personnel folder should be sent to the Work Force Records Management Branch, Room 6H30, Agency Compliance and Evaluation, Office of Personnel Management, Washington, D. C. 20415.
- ☐ Cases involving child support problems should be sent to the Office of Child Support Enforcements, 6110 Executive Boulevard, Rockville, Maryland 20852.
- ☐ We do not have the authority to determine civil service status, reinstatement eligibility, or creditability of service. Contact the personnel office with which you are currently employed or seeking employment, or the Office of Personnel Management, 1900 E Street, Washington, D. C. 20415. The attached documents or transcript will assist in making such determinations.
- ☐ The records you have requested are not on file at this Center.
- ☐ We suggest you contact the address given below.
- ☐ The official personnel folder is not at this Center. Please contact the last or current employing agency.
- ☐ The agency mentioned in your request does not retire personnel records to this Center. We suggest you write directly to that agency.
- ☐ Your request has been forwarded to the office that retains legal custody of the record. Please contact that office at the address given below if you have further questions about this matter.
- ☐ The requested official personnel folder was sent to the address given below on _____. We suggest you contact that office.

Referral address:

U.S. Dept of Labor
Office of Inspector General - Martin Squitieri
Investigations (Fraud) Special Agent
4040 Fairfax Dr. - Suite 1002
Arlington, Va 22203

6NCPCR-C

M. A. Wilson
for THELMA MARTINE
Chief Clerk, R.R.

NATIONAL PERSONNEL RECORDS CENTER
(Civilian Personnel Records)
111 Winnebago Street
St. Louis, MO 63118

NOTIFICATION OF PERSONNEL ACTION

NOTE: Keep this document for your records. It is your copy of the official record of a personnel action affecting your employment. Promptly call attention to the attention of your supervisor or your personnel office. See information on reverse.

1. NAME (Last, First, Middle Initial)		2. AGENCY OR EMPLOYER		3. REPORT DATE		4. SPECIAL SECURITY INFO	
HERMAN, ALEXIS		MISS		02-07-81		(b)(6)	
5. REPORT TYPE		6. REPORT NUMBER		7. SERVICE DATE		8. SERVICE DATE	
1		1		03-09-77			
9. RETIREMENT		10. EFFECTIVE DATE		11. (FOR CSC USE)		12. CIVIL SERVICE OR OTHER LEGAL AUTHORITY	
1		01-20-81					
13. RESIGNATION		14. PAY PLAN AND DEPARTMENT CODE		15. GRADE OR LEVEL AND RATE		16. SALARY	
DIRECTOR OF THE WOMEN'S BUREAU		GS 03018		17 04		PA \$50,112.00	
U		QT0010		C			
17. NAME AND LOCATION OF EMPLOYING OFFICE		OFFICE OF THE SECRETARY WOMEN'S BUREAU OFFICE OF THE DIRECTOR WASHINGTON DC					
18. POSITION TITLE		19. PAY PLAN AND OCCUPATION CODE		20. GRADE OR LEVEL AND RATE		21. SALARY	
22. NAME AND LOCATION OF EMPLOYING OFFICE		23. LOCATION CODE					
WASHINGTON		11-0010-001					
24. POSITION OCCUPIED		25. EMPLOYMENT POSITION		26. FROM		27. TO	
E		2		1. PROVED		2. WAIVED	
28. 1. COMPLETE SERVICE		2. EXCEPTED SERVICE		3. DURING PROBATION			
29. 1. COMPLETE SERVICE		2. EXCEPTED SERVICE		3. DURING PROBATION			

SF-8 AND SF-2810 ISSUED
 SF 2815 ISSUED
 LUMP SUM PAYMENT TO BE MADE FOR ACCRUED ANNUAL LEAVE
 REASON FOR TERMINATION CHANGE IN ADMINISTRATION.
 FORWARDING ADDRESS 700 7TH ST SW #626 WASH DC 20024 .

31. SIGNATURE (For Other Personnel Action) APRIL 1981		32. SIGNATURE (For Other Personnel Action) APRIL 1981	
PATRICIA W LATTIMORE		PATRICIA W LATTIMORE	
PERSONNEL OFFICER		PERSONNEL OFFICER	
33. DATE		34. SUBMITTING OFFICE NO	
12-17-80		1192	

OPERATING PERSONNEL SERVICES

DEPARTMENT OF LABOR

PERSONNEL FOLDER

PLEASE PRINT YOUR DATA

BERMAN, ALEXIS M.

7-16-47

21059803

700 7th Street S.W. #626
Washington, DC 20024

1601 0001

101

(b)(6)

DATE OF ACTION
BECOMES EFFECTIVE
1-20-81

ONLY THE ITEM WHICH IS CHECKED BELOW AFFECTS YOUR ENROLLMENT. READ INSTRUCTIONS CAREFULLY AND FOLLOW ANY PERTINENT EXPLANATIONS. FILL THIS FORM UNLESS YOUR ENROLLMENT IS TERMINATED AND YOU ARE NOT YET FOR CONVERSION.

Part B.—TERMINATION

☒ YOUR ENROLLMENT TERMINATED ON THE DATE IN PART A, ITEM B, ABOVE.

Part C.—CHANGE IN PLAN

☐ YOUR ENROLLMENT SHOWN IN PART A, ITEM 6, ABOVE HAS BEEN TERMINATED BECAUSE OF YOUR ENROLLMENT IN ANOTHER PLAN.

Part D.—TRANSFER OUT

☐ YOUR ENROLLMENT CONTINUES BUT IS TRANSFERRED TO YOUR NEW PAYROLL OFFICE (OR RETIREMENT SYSTEM):

Part E.—TRANSFER IN

YOUR NEW PAYROLL OFFICE (OR RETIREMENT SYSTEM) SHOWN IN PART J BELOW HAS ACCEPTED TRANSFER OF YOUR ENROLLMENT AND WILL CONTINUE IT. ☐

Part F.—REINSTATEMENT

YOUR ENROLLMENT HAS BEEN REINSTATED, EFFECTIVE ON THE DATE IN PART A, ITEM B, ABOVE. ☐

Part G.—CHANGE IN NAME OF ENROLLEE

THE NAME IN WHICH THIS ENROLLMENT IS CARRIED HAS BEEN CHANGED TO

NAME

DATE OF BIRTH

SEX

MALE ☐

FEMALE ☐

ADDRESS (INCLUDING ZIP CODE) IF DIFFERENT FROM PART A, ITEM 4, ABOVE

Part H.—CHANGE IN ENROLLMENT—SURVIVOR ANNUITY

YOUR ENROLLMENT HAS BEEN CHANGED FROM FAMILY COVERAGE TO SELF ONLY. YOUR PLAN WILL SEND YOU A NEW IDENTIFICATION CARD. ☐

YOUR NEW ENROLLMENT
CARD NUMBER

(NOTE: THIS ITEM TO BE COMPLETED BY RETIREMENT SYSTEMS ONLY)

Part I.—REMARKS

Part J.—DATE OF NOTICE

NAME OF AGENCY AND ADDRESS INCLUDING ZIP CODE
U.S. Department of Labor, OASAM
200 Constitution Ave N.W.
Washington, DC 20210

SIGNATURE OF AUTHORIZED AGENCY OFFICIAL

DATE

1-30-81

Quadruplicate—For Official Personnel Folder

Standard Form No. 2810
July 1978
PFM Supplement 800-1

REQUEST FOR PERSONNEL ACTION

PART I. REQUESTING OFFICE: *Unless otherwise instructed, fill in all items in Part I except those inside the heavy lines. If applicable, obtain resignation and separation data on reverse side.*

1 NAME (CAPS) LAST—FIRST—MIDDLE HERMAN, ALEXIS M.		MR—MISS—MRS. MS.	2 (For agency use) 705	3 BIRTH DATE (Mo., Day, Year) 07-16-47	4 SOCIAL SECURITY NO. (b)(6)												
A. KIND OF ACTION REQUESTED (1) PERSONNEL (Specify appointment, reassignment, resignation, etc.) RESIGNATION			B. REQUEST NUMBER WB81-30		C. DATE OF REQUEST 12-12-80												
(2) POSITION (Specify establish, review, abolish, etc.)			D. PROPOSED EFFECTIVE DATE 1-20-81		E. POSITION SENSITIVITY												
5. VETERAN PREFERENCE <table border="1"><tr><td>☒ 1—NO</td><td>☐ 3—10 PT. DISAB</td><td>☐ 5—10 PT. OTHER</td></tr><tr><td>☐ 2—5 PT.</td><td>☐ 4—10 PT. COMP.</td><td></td></tr></table>			☒ 1—NO	☐ 3—10 PT. DISAB	☐ 5—10 PT. OTHER	☐ 2—5 PT.	☐ 4—10 PT. COMP.		6. TENURE GROUP 1		7 SERVICE COMP. DATE 03-09-77						
☒ 1—NO	☐ 3—10 PT. DISAB	☐ 5—10 PT. OTHER															
☐ 2—5 PT.	☐ 4—10 PT. COMP.																
9. FEGLI 3 <table border="1"><tr><td>☒ 1—COVERED (REGULAR ONLY—DECLINED OPTIONAL)</td><td>☐ 3—WAIVED</td><td>☐ 4—COVERED (REG. & OPT.)</td></tr><tr><td>☐ 2—INELIGIBLE</td><td>☐ 3—WAIVED</td><td>☐ 4—COVERED (REG. & OPT.)</td></tr></table>			☒ 1—COVERED (REGULAR ONLY—DECLINED OPTIONAL)	☐ 3—WAIVED	☐ 4—COVERED (REG. & OPT.)	☐ 2—INELIGIBLE	☐ 3—WAIVED	☐ 4—COVERED (REG. & OPT.)	10 RETIREMENT <table border="1"><tr><td>☒ 1—CS</td><td>☐ 3—FS</td><td>☐ 5—OTHER</td></tr><tr><td>☐ 2—FICA</td><td>☐ 4—NONE</td><td></td></tr></table>		☒ 1—CS	☐ 3—FS	☐ 5—OTHER	☐ 2—FICA	☐ 4—NONE		11. (For CSC use)
☒ 1—COVERED (REGULAR ONLY—DECLINED OPTIONAL)	☐ 3—WAIVED	☐ 4—COVERED (REG. & OPT.)															
☐ 2—INELIGIBLE	☐ 3—WAIVED	☐ 4—COVERED (REG. & OPT.)															
☒ 1—CS	☐ 3—FS	☐ 5—OTHER															
☐ 2—FICA	☐ 4—NONE																
12. NATURE OF ACTION 317 RESIGNATION CODE			13. EFFECTIVE DATE (Mo., Day, Year) 01-20-81		14. CIVIL SERVICE OR OTHER LEGAL AUTHORITY												

15. FROM: POSITION TITLE AND NUMBER Director of the Women's Bureau		16. PAY PLAN AND OCCUPATION CODE GS-0301B	17. (a) GRADE OR LEVEL 17	(b) STEP OR RATE 03	18. SALARY \$50,487.00
19. NAME AND LOCATION OF EMPLOYING OFFICE U.S. Department of Labor, Office of the Secretary, Women's Bureau, Office of the Director, Washington, D.C.					

20. TO: POSITION TITLE AND NUMBER		21. PAY PLAN AND OCCUPATION CODE	22. (a) GRADE OR LEVEL	(b) STEP OR RATE	23. SALARY
24. NAME AND LOCATION OF EMPLOYING OFFICE					

25. DUTY STATION (City—county—State) Washington, D.C.		26. LOCATION CODE 11-0010-001							
27. APPROPRIATION M020101	28. POSITION OCCUPIED <table border="1"><tr><td>☒ 1—COMPETITIVE SERVICE</td><td>☐ 2—EXCEPTED SERVICE</td></tr></table>	☒ 1—COMPETITIVE SERVICE	☐ 2—EXCEPTED SERVICE	29. APPORTIONED POSITION FROM: <table border="1"><tr><td>☐ 1—PROVED-1</td><td>☐ 2—WAIVED-2</td></tr></table> TO: <table border="1"><tr><td>☐</td><td>☐</td></tr></table> STATE		☐ 1—PROVED-1	☐ 2—WAIVED-2	☐	☐
☒ 1—COMPETITIVE SERVICE	☐ 2—EXCEPTED SERVICE								
☐ 1—PROVED-1	☐ 2—WAIVED-2								
☐	☐								

F. REMARKS BY REQUESTING OFFICE (Continue in item F on reverse side, if necessary)

G. REQUESTED BY (Signature and title) (Leave blank on resignations)

I. REQUEST APPROVED BY:

H. FOR ADDITIONAL INFORMATION—CALL (Name and telephone number)

SIGNATURE

TITLE SECRETARY OF LABOR

Janetta Merritt/Bertha L. Hamilton 523-6593

PART II. TO BE COMPLETED BY PERSONNEL OFFICE (Items inside heavy lines in Part I above also to be completed)

J. POSITION CLASSIFICATION ACTION <table border="1"><tr><td>☐ IDENTICAL</td><td>☐ ADDITIONAL</td><td>☐ NEW</td><td>☐ VICE</td><td>☐ REGRADED</td></tr></table>		☐ IDENTICAL	☐ ADDITIONAL	☐ NEW	☐ VICE	☐ REGRADED	(7) REMARKS <i>(Not used here so on reverse for Standard Form 50 reassignment)</i> all legal and regulatory require- ments 12/17/80 12/17/80
☐ IDENTICAL	☐ ADDITIONAL	☐ NEW	☐ VICE	☐ REGRADED			
K. CLEARANCES	Initials or Signature	Date					
(1)							
(2) CEIL OR POS. CONTROL							
(3) CLASSIFICATION							
(4) PLACEMENT OR EMPL.							
(5)							
(6) APPROVED BY.							

U. S. DEPARTMENT OF LABOR

HERMAN, ALEXIS

(b)(6)

ADMIN PAY INCREASE

11-15-81

EO-12248

NEW RATE: GS-17/14 \$51,112

OPERATING PERSONNEL SERVICES

M21111111

1192

UNITED STATES GOVERNMENT

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE 04-05-87 BY 07-16-47

HERMAN, ALEXIS

MISS

04-05-87 07-16-47

(b)(6)

1		1		C3-09-77		C1	
893		1		4.1500			
WITHIN-GRADE INCREASE				03-23-80			
DIRECTOR OF THE WOMEN'S BUREAU L				GS 03018		17 03 PA \$50,112.00	
QT0010 C							
OFFICE OF THE SECRETARY WOMEN'S BUREAU WASHINGTON DC				OFFICE OF THE DIRECTOR			
DIRECTOR OF THE WOMEN'S BUREAU U				GS 03018		17 04 PA \$50,112.00	
QT0010 C							
OFFICE OF THE SECRETARY WOMEN'S BUREAU WASHINGTON DC				OFFICE OF THE DIRECTOR			

WASHINGTON B		DISTRICT OF COLUMBIA		11-0010-001	
165-M-7-M-020-77000-1101-000		2			

OPERATING PERSONNEL SERVICE

PATRICIA W LATTIMORE
PERSONNEL OFFICER

NO TIFICATION OF PERSONNEL ACTION

This form is to be filled out by the personnel officer of the agency or organization. It should be filled out and submitted to the Department of Labor, Bureau of Labor Statistics, Bureau of Personnel, Washington, D.C. 20540. It should be filled out and submitted to the Department of Labor, Bureau of Labor Statistics, Bureau of Personnel, Washington, D.C. 20540. It should be filled out and submitted to the Department of Labor, Bureau of Labor Statistics, Bureau of Personnel, Washington, D.C. 20540.

HERNA, ALEXIS		MISS		11-03-79		07-16-47		(b)(6)	
1		3		1		03-09-77			
CORRECTION		ADMIN PAY INCREASE		10-07-79		EO 12165			
DIRECTOR OF THE WOMEN'S BUREAU				GS 0301B		17 03		PA \$50,100.	
OFFICE OF THE SECRETARY WOMEN'S BUREAU				OFFICE OF THE DIRECTOR		WASHINGTON DC			
DIRECTOR OF THE WOMEN'S BUREAU				GS 0301B		17 03		PA \$50,112.	
OFFICE OF THE SECRETARY WOMEN'S BUREAU				OFFICE OF THE DIRECTOR		WASHINGTON DC			
WASHINGTON				DISTRICT OF COLUMBIA				11-0010-00	
0165-1-7-M-020-77000-1101-000				2					

OPERATING PERSONNEL SERVICES		PATRICIA W LATTIMORE	
PERSONNEL OFFICER		79-11-77	
DEPARTMENT OF LABOR		BUREAU OF PERSONNEL	

I RESIGN FOR THE FOLLOWING REASONS

(Date resignation is written)

CHANGE OF ADMINISTRATION.

THE EFFECTIVE DATE OF MY RESIGNATION WILL BE 1-20-81

(Signature)

PART IV. SEPARATION DATA

FORWARD COMMUNICATIONS, INCLUDING SALARY CHECKS AND BONDS, TO THE FOLLOWING ADDRESS

(Number and Street)

(City)

(State)

(ZIP Code)

700 - 7th Street, S.W. #626

Washington

D.C.

20024

PART I. (Continued)

REMARKS BY REQUESTING OFFICE

PART II. (Continued)

STANDARD FORM 50 REMARKS

☐ SUBJECT TO COMPLETION OF 1 YEAR PROBATIONARY (OR TRIAL) PERIOD COMMENCING

☐ SERVICE COUNTING TOWARD CAREER (OR PERMANENT) TENURE FROM

☐ SUCCESSOR POSITION—EMPLOYEE RETAINED IN THE COMPETITIVE SERVICE

☐ ENTRANCE PERFORMANCE RATING SATISFACTORY

SEPARATIONS: SHOW REASONS BELOW, AS REQUIRED. CHECK, IF APPLICABLE

☐ DURING PROBATION

7 902 FORWARDING ADDRESS
700 7th St SW #626
D.C. 20024

989 Resignation due to change in administration

~~712 SF 8, 2810~~

712 SF 8, 2810 issued.

U.S. DEPT.
OF LABOR

JUN 26 8 00 PM '81

OFFICE OF
INSPECTOR GENERAL
FRAUD DIVISION
ARLINGTON, VA.