

ORDINANCE NO. 1819 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
WITH THE LORAIN COUNTY BOARD OF COMMISSIONERS FOR THE PURPOSE OF
ADMINISTERING A JOBS TRAINING PARTNERSHIP ACT (JTPA) PROGRAM
AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain,
State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to
enter into a contract with the Lorain County Board of Commissioners for the
purpose of administering a Jobs Training Partnership Act (JTPA) program, such
contract attached hereto as "Exhibit A".

SECTION 2. That the contract authorized by this ordinance is hereby de-
clared to represent a real and present emergency arising in connection with
the Community and Economic Development Department of the City of Oberlin,
pursuant to Section 735.051 of the Ohio Revised Code.

SECTION 3. It is hereby found and determined that all formal actions of
this Council concerning or relating to the adoption of this ordinance were
adopted in an open meeting of the Council and that all deliberations of this
Council and of any of its committees that resulted in such formal action, were
in meetings open to the public in compliance with all legal requirements, in-
cluding Section 121.22 of the Ohio Revised Code.


SECTION 4. That this ordinance is hereby declared to be an emergency
measure necessary for the preservation of the public peace, health and safety
of the citizens of the City of Oberlin, Ohio, to-wit:

"to insure the continued operation of the Community and Economic
Development Department Jobs Placement Program"

and shall take effect immediately upon passage.

PASSED: 1st Reading - September 17, 1984
2nd Reading - October 1, 1984 (EMERGENCY)
3rd Reading -

ATTEST:


Clerk of Council


Chairman of Council

POSTED: October 2, 1984

85-020
CONTRACT

Lorain County Board of Commissioners
Contract for Service
Jobs Training Partnership Act (JTPA)

THIS AGREEMENT entered into on this 11th
day of October, 19 84, by and between the Lorain
County Board of Commissioners, hereinafter referred to as Service
Delivery Area (SDA) # 19; and City Of Oberlin,
whose address is 85 South Main Street, Oberlin, OH 44074,
hereinafter referred to as the "CONTRACTOR":

WITNESSETH:

WHEREAS, the CONTRACTOR will undertake to perform certain
services pursuant to the JTPA Program as a sub-grantee of the
Lorain County JTPA Service Delivery Area # 19;

NOW, THEREFORE, the parties hereto do hereby mutually agree
as follows:

Section 1. EMPLOYMENT AND SCOPE OF SERVICES

The SDA hereby agrees to engage the CONTRACTOR and the CONTRACTOR
shall perform all the necessary services under this Contract as
detailed and enumerated in APPENDIX 1 (Program Proposal), dated
October 11, 19 84, attached to this Contract and incor-
porated as a part hereof.

Section 2. TIME OF PERFORMANCE

The services of the CONTRACTOR are to commence on a date as
determined by the SDA, but no sooner than October 18, 1984
and shall be undertaken and completed by June 30, 1985.

Section 3. COMPENSATION AND DISBURSEMENT

- A. The SDA shall pay the cost of services to the CONTRACTOR
based upon the budget attached hereto as APPENDIX 2.
- B. The SDA shall pay the cost of services provided
hereunder, to the CONTRACTOR based upon mutually
agreeable periodic incremental encumbrances generally
described in APPENDIX 3 herein.
- C. Funds may not be redistributed hereunder without prior
approval of the SDA and amendment of the Contract.
- D. It is expressly understood and agreed that in no event
will the total compensation and reimbursement to be paid
hereunder exceed the maximum sum of \$ 189,695.00 for
all the services required.
- E. Subject to receipt of funds from the State of Ohio,
JTPA Division, the SDA shall make payment under this
Contract.

Section 4. TERMINATION

- A. Contract terminations shall be defined as the cancellations of Federal assistance, in whole or in part, under a contract at any time prior to the date of completion.
- B. Termination shall be by one of the following two methods:
- 1) Termination for cause. The SDA may terminate any contract in whole, or in part, at any time before the date of completion, whenever it is determined that the CONTRACTOR has failed to comply with the conditions of the contract. The SDA shall promptly notify the CONTRACTOR in writing of the determinations and the reasons for the termination, together with the effective date.
 - 2) Termination for convenience. The SDA or CONTRACTOR may terminate contracts in whole, or in part, when both parties agree that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The CONTRACTOR shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The SDA shall allow full credit to the CONTRACTOR for the Federal share of the noncancelable obligations, properly incurred by the CONTRACTOR prior to termination.
- C. In the event of termination of this Contract, the CONTRACTOR shall be entitled to compensation for any unreimbursed expenses reasonable and necessarily incurred in satisfactory performances of the Contract. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the SDA for damages sustained by the SDA by virtue of any breach of the Contract by the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the SDA from the CONTRACTOR is agreed upon or otherwise determined.

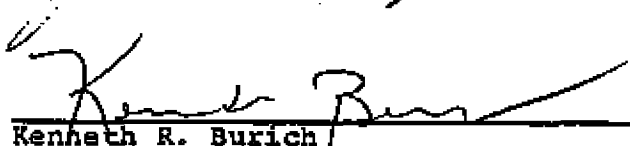
Section 5. TERMS AND CONDITIONS

- A. In the event of any modification, termination or other amendment to the Jobs Training Partnership Act of 1982, either by Act of Congress or administratively by the President of the United States, the SDA reserves the right to terminate or otherwise modify this Contract at its option, notwithstanding any other provision of the Contract.
- B. At any time during normal business hours and as often as the SDA, State of Ohio, DOL and/or the Comptroller General of the United States may deem necessary, there shall be made available to the SDA, State of Ohio, DOL and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the SDA, State of Ohio, DOL and/or representatives of the Comptroller General; to audit, examine and make excerpts or invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this contract. The CONTRACTOR agrees to hold harmless the SDA and insure that the SDA shall be relieved of liability and damages sustained by virtue of any act of the CONTRACTOR and to reimburse the SDA for any ineligible cost due to audit by any State or Federal Agency.

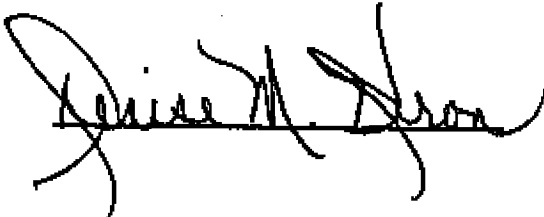

- C. The CONTRACTOR shall comply with all Federal, State, and City laws and ordinances applicable to the services performed under this Contract.
- D. At the direction of the SDA, the CONTRACTOR shall establish such procedures and reporting requirements as are necessary. It is hereby mutually understood and agreed that the administration and professional implementation of all JTPA Programs is the responsibility of the SDA. As such, the implementation personnel of the CONTRACTOR shall perform the required services of this Contract at the direction and instruction of the U.S. DOL, State of Ohio, and the JTPA Program Administrator of the SDA.
- E. The CONTRACTOR and the SDA may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the SDA and the CONTRACTOR, shall be incorporated by written amendment to this Contract.
- F. This clause is X is not a requirement of this Contract. The CONTRACTOR shall not assign any interests in this Contract without prior mutual agreement between the CONTRACTOR and the SDA and written amendment to this Contract.


IN WITNESS WHEREOF, the parties hereto have affixed their signatures in execution of this Contract as of the date first written above.



Administrative Services Manager


Kenneth R. Burich
JTPA Director

Signed in the presence of:

LORAIN COUNTY BOARD OF COMMISSIONERS
SDA # 19

D.A. Dellisanti, County Administrator


Contractor
Dale Sugerman, City Manager

EEO COMPLIANCE

In compliance with JTPA Regulations, equal employment opportunity monitoring of contractors/sub-contractors will be done on a quarterly basis.

According to Section 167 of the Job Training Partnership Act, no participant can be denied training/employment on the basis of age, handicap, sex, race, color, religion, national origin, political affiliation, or belief.

The Lorain County JTPA has assigned the EEO Officer the responsibility of implementing the Affirmative Action Plan and programs of compliance as required by federal law and as the designated Complaint Officer for the Lorain County Job Training Partnership Administration.

Any eligible participant (sub-grantee) taking adverse action against a participant should have written notice setting forth the grounds for the adverse action, and should give the participant an opportunity to respond. The Lorain County Job Training Partnership Administration should also be provided a copy of any written adverse action taken against a participant.

The EEO unit of Lorain County Job Training Partnership Administration should receive written notification from sub-grantees and sub-contractors that they are aware of the Lorain County Job Training Partnership Administration's Affirmative Action Program and the specific staffing and service goals they are striving to attain in the furtherance of this overall program.

Service Goals

White 48%	Veteran 15%
Black 35%	Handicap 9%
Hispanic 16%	Other 1%

Please check one:

☐ We have a grievance procedure for our employees and will submit a copy to the EEO Unit

☐ We do not have a grievance procedure, but will follow the Lorain County Job Training Partnership Administration's Procedures

Under the new JTPA Regulations, participants complaints are to be decided and decision rendered within sixty (60) days from the date complaint is filed.

Contracting Agency

Signed: _____

Dale Sugerman

Date: _____

Title

City Manager

Betty J. Hill, EEO Officer

CITY OF OBERLIN

Program Purpose

The City of Oberlin's program is designed to enhance and improve the opportunities for economically disadvantaged adults and youth to obtain unsubsidized private sector employment. The City of Oberlin JTPA Program has the following major activities associated with the program:

1. The identification of long-term unemployed persons residing in Oberlin and surrounding areas within Lorain County.
2. The identification and creation of job opportunities within the Oberlin labor market.
3. The provision of pre-employment skills training for all enrollees.
4. The placement of JTPA eligible persons into available job openings.
5. On-the-job training contracts with private sector Oberlin employers.
6. Remedial reading/writing classes for those individuals who are assessed as having a sixth grade or less reading ability.

Objectives

1. The City will sponsor a community outreach program designed to encourage 125 economically disadvantaged persons to participate in the placement program. A variety of methods will be utilized to solicit participants, including:
 - A. Print media and flyers
 - B. Public service announcements on radio
 - C. Churches, schools and social service agencies.
 - D. Existing list of persons currently registered under the Oberlin Jobs Placement program
2. Identify job opportunities within the Oberlin job market.

The City will aggressively seek out job openings from area commercial and industrial employers. Job-openings will be developed by personal contact, direct mailing and advertisement. The current list of employers providing jobs to the Oberlin Placement Program will also be available for use in the JTPA program.

3. Pre-employment skills training for all enrollees.

The City will conduct a pre-employment skills training program of at least two days in length for all applicants accepted into the program. The training will involve instructions in how to complete an employment application, how to write a resume, interviewing skills and techniques, role-playing, etc.

4. The placement of JTPA eligible persons into job openings.

The Oberlin JTPA staff will secure at least 41 job openings. The participating employer's will provide the City with a job description detailing the required qualifications for the job opening. The Oberlin JTPA staff will review the file of applicants for similar or matching skills. They will then refer at least three qualified applicants to the employer. The employer will then interview each referred applicant and make the final hiring decision.

5. On-the-job training contracts with private sector employers.

For each applicant hired through this process, the City will reimburse the employer up to 50% of that employee's hourly wage. On-the-job training wages will be reimbursed for a total of 26 weeks. Fringe benefits will be the responsibility of the employer.

6. Remedial reading/writing classes.

The Oberlin JTPA staff will perform prior screening of all applicants.

Those applicants that are eligible will then:

- A. Be assessed by a qualified JTPA funded testing agency. Assessments will be designed to assess clerical skills, job aptitude and academic levels.
- B. Any applicant (whether placed or not) that tests below a sixth grade reading level will be eligible to attend a remedial reading/writing class which will be taught two nights per week during the 26 weeks of the program.
- .. It is the objective of the program to bring as many people up to a sixth grade reading level.

Program Completion Requirements

- A. Task Competencies will be determined when the private sector employee develops the position job description. An OJT outline will be developed from that and made a part of the OJT contract.
- B. Other Completion Requirements
 - 1. Marketable skill proficiency
 - 2. Improved personal grooming and general appearance
 - 3. Reported regular job attendance
 - 4. Responsible work habits

Participant Selection Process

Lorain County residents will have an opportunity to enroll in the program during a two week open enrollment period. Registration will be done in cooperation with the Ohio Bureau of Employment Services which will conduct open enrollment in Elyria and Lorain during the entire two weeks and will be asked to provide a satellite office in Oberlin for two days to conduct the open enrollment.

Program Activities and Services

Please see Attachment I.

11. (a)

INSTRUCTIONS: IF YOUR PROGRAM INVOLVES DIFFERENT PHASES OR COMPONENTS THROUGH WHICH ENROLLEES MOVE, PLEASE COMPLETE THIS CHART USING ONE COLUMN FOR EACH PROGRAM PHASE.

PROGRAM PHASE(S)	ASSESSMENT/SCREENING	PRE-EMPLOYMENT	OJT/PLACEMENT	REMEDIAL TRAINING
PURPOSE OF PHASE	To determine applicant eligibility, need, aptitude and likelihood to succeed in the program.	To prepare participants for private sector employment and to identify key factors for succeeding on the job.	To provide on-the-job training opportunity which will ultimately result in an unsubsidized placement.	To provide remedial reading and writing skills to enrollees who are assessed as having less than a sixth grade level.
SERVICES ENROLLEE RECEIVES	Testing/Assessment referral to other agencies	Pre-employment counseling and training skills taught	On-the-job training.	Remedial reading and writing training.
TIME IN PHASE	30 Days	8-16 Hours	30 Days-6 Months	30 Days-6 Months
STAFF MEMBERS ENROLLEES RECEIVES SERVICES FROM	Job Placement Coordinator Assessment Site Staff	Job Placement Coordinator Pre-Employment Skills Instructor	Private Sector Employer Jobs Placement Coordinator	Two Certified Reading Teachers
WAGES OR ALLOWANCE ENROLLEE RECEIVES (IF ANY)	None	None	Avg. of \$4.50/Hr. For 40 Hours of Work During Maximum of 6 Month O.J.T.	None
ENROLLEE CRITERIA FOR LEAVING PHASE	Placement Available Additional Training Needed Ineligible For Program	Completion of Classroom Work. Placement Available	Successful Completion of OJT Training Employee Drops Out of Program Employer Discharges Employee	Successful Testing of Reading and Writing Skills At A Sixth Grade Level

VI. (b)

LINE ITEM BUDGET SUMMARY

BUDGET LINE ITEMS	AMOUNT
<u>ADMINISTRATION</u>	
Administrative Staff Salaries	\$ 0
	1,575
Administrative Staff Fringe Benefits	0
Administrative Consultants: Staff Training	0
Other	0
Administrative Staff Travel	100
Rent (Facility Charges) % of rent charges	2,160
Utilities Provided "in-kind" by City.	0*
Consumables: Office Supplies	750
Cleaning Supplies	0
Postage	200
Other:	
Equipment: Provided "in-kind" by City.	0*
Other: Insurance and Bonding Provided "in-kind" by City.	0*
Advertising	400
Computer Costs	0
Other: Audit Charges	600
Legal	250
TOTAL ADMINISTRATIVE COSTS	
	6,035
<u>SERVICES</u>	
Services Staff Salaries	
1/2 Placement Coordinator's Salary	\$ 8,775
1/2 Secretary Salary	1,575
Services Staff Fringe Benefits	800
Consultants: Medical Services	0
Other	0
Service Travel	0
Rent % of Rent Charges	0
Utilities Provided "in-kind" by City.	2,160
Consumables Office Supplies	0*
	300
Equipment Provided "in-kind" by City.	0*
Other: 50% Participant Wage/Fringe for work experience	0
Other: Supportive Services - Child Care	0
Supportive Services - Transportation	300
TOTAL SERVICES COSTS	\$ 13,910

* Provided "in-kind" by City.

VI. (c)

LINE ITEM BUDGET SUMMARY (Con't.)

BUDGET LINE ITEMS	AMOUNT
<u>TRAINING</u>	
Trainers' Salaries	\$ 5,000
1/2 Placement Coordinator's Salary	8,775
1/2 Fringe Benefits	800
Trainers' Benefits	Included
Trainers' Consultants: Tuition & Entrance Fees	Included
Trainers' Travel	0
Rent (Facility Charges)	Included
Utilities	Included
Consumables: Books and Supplies	Included
Other:	0
Equipment:	0
Other: 50% Participant Wage/Fringe for work experience	0
Other:	0
TOTAL TRAINING COSTS	\$ 14,575

CATEGORY TOTALS

PERCENTAGE OF TOTAL BUDGET

Administrative Costs \$ 6,035.00	Administrative Costs 3.2 %
Services Costs \$ 13,910.00	Services Costs 7.3 %
Training Costs \$169,750.00	Training Costs 89.5 %
TOTAL PROGRAM COSTS \$189,695.00	

Performance Payment Schedule

<u>% of Fee Based Budget</u>	<u>Performance Benchmark</u>	<u>Planned Number of Persons</u>	<u>Fee Per Person</u>	<u>Training Budgeted Amount</u>
10%	Assessment	125	\$ 151.76	\$ 18,970.00
20%	Enrollment in Pre- Employment Training	90	\$ 421.56	\$ 37,940.00
4%	Direct Placement	13	\$ 583.46	\$ 7,585.00
23%	Enrollment in OJT	50	\$ 872.60	\$ 43,630.00
23%	Midpoint OJT	41	\$1,064.15	\$ 43,630.00
10%	Completion of OJT	41	\$ 462.68	\$ 18,970.00
5%	Placement	28	\$ 338.75	\$ 9,485.00
5%	30 Day Retention	28	\$ 338.75	\$ 9,485.00
TOTAL				<u>\$189,695.00</u>

The following information defines when the above fee(s) will be earned.

All of the participant status forms that relate to each fee must be properly recorded on the SDA's Management Information System (MIS) in order for the Contractor to earn the fee(s).

Assessment Fee - For each client who has completed the assessment phase of the program the Contractor shall be paid \$151.76 provided that there are sufficient budgeted funds remaining for this fee that have not yet been earned by the Contractor.

Enrollment in Pre-Employment Training - For each new enrollment who is present on the first day of Pre-Employment Training, the Contractor will be paid \$421.56 provided that there are sufficient budgeted funds remaining for this fee that have not yet been earned by the Contractor.

Direct Placement - For each enrollee that obtains full-time unsubsidized employment following the Pre-Employment Training phase, the Contractor will be paid \$583.46 provided the position pays a minimum of \$4.47/hour and there are sufficient budgeted funds remaining for this fee that have not yet been earned by the Contractor. For each enrollee that obtains employment below \$4.47/hour the Contractor shall be paid 50% (\$291.73) of the Direct Placement Fee.

Enrollment in OJT - For each enrollee remaining in the OJT program at least Five (5) days, the Contractor will be paid \$872.60 provided that there are

are sufficient budgeted funds remaining for this fee that have not yet been earned by the Contractor..

Midpoint OJT - For each enrollee who completes 50% of the training hours as outlined in each individual OJT contract, the Contractor will be paid \$1,064.15 provided that there are sufficient budgeted funds remaining for this fee that have not yet been earned by the Contractor.

Completion of OJT - For each enrollee who is recorded on the MIS as a Completion in the Contractor's OJT Program, the Contractor will receive \$462.68 provided that there are sufficient budgeted funds remaining for this fee that have not yet been earned by the Contractor. In order to be recorded as a Completion, an enrollee must have been enrolled through the end of the OJT Contract and successfully completed the objective of the program as outlined in the OJT contract.

Placement Fee - For each OJT Completer who obtains unsubsidized employment* in a Training Related Occupation, verified by MIS, the Contractor will receive \$338.75 provided the position pays a minimum of \$4.47/hour and there are sufficient budgeted funds remaining for this fee that have not yet been earned by the Contractor. (This category includes those participants placed on an OJT employer's regular, unsubsidized payroll at the completion of the subsidized OJT). For each enrollee that obtains employment below \$4.47/hour the Contractor shall be paid 50% of the Placement Fee (\$169.38).

If the enrollee obtains unsubsidized employment in a non-training related occupation, verified by MIS, the Contractor will receive 50% of the Placement Fee (\$169.38) provided that there are sufficient budgeted funds remaining for this fee that have not yet been earned by the Contractor.

Retention Fee - For each Placement who has completed 30 days of employment, verified by MIS, at the original place of employment, the Contractor shall be paid \$338.75 (50%) for Non-Training Related Placement). If more than one job is held during this period, the wage in the new position must be greater than the wage at the original place of employment.

(*) Unsubsidized Employment is defined as employment not funded or financed by the Job Training Partnership Act where a person is engaged in work at least thirty (30) hours per calendar week.

Special Conditions

The enrollee successfully completes the Contractor's training program and refuses three valid job referrals or job offers, the Contractor shall be entitled to receive a Placement Fee for that enrollee provided that the referral or offer was full-time, unsubsidized, training related and paid a minimum of \$4.47 per hour.

Documentation in the case of a job offer or job referral shall include evidence that:

- a) The enrollee has been offered an employment position or referral to such positions.
- b) The enrollee has refused to accept such a position or refused to go on a valid job referral.

RECEIVED

CONTRACT AMENDMENT

85 JAN 10 A 9: 54

As of this ^{CITY MUNS. OFFICE}
^{OBERLIN, OH 44074}
^{30th} 4th of October, 1984, Contract Number 85-020 between
the Lorain County Board of Commissioners (JTPA Administrative Entity) and
the City of Oberlin is hereby amended to:

Adjust the Performance Payment Schedule, Appendix 3, as follows:

Special Conditions/Arrangements for Payments:

1. At the onset of the City of Oberlin's program, on or about October 18, 1984, the Contractor shall receive a one time advance of \$18,969.70. This advance shall be amortized against performance (i.e., assessment, enrollment in pre-employment training, direct placement, etc.) throughout the program.
2. Upon full amortization of the advances, additional funds will be distributed according to the Performance Payment Schedule. All invoices must be accompanied with correct supportive documentation.

The above written revisions are hereby mutually understood and agreed upon
by the Administrative Entity and the Contractor.

IN WITNESS, WHEREOF, the parties hereto have affixed their signatures in
execution of this Contract Amendment.

Jack C. Harvey
Administrative Services Manager

Kenneth R. Burick JH