

# CUYAHOGA COUNTY DEPARTMENT OF WORKFORCE DEVELOPMENT CONTRACT

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the Board of Cuyahoga County Commissioners, Cuyahoga County, Ohio (the "County") on behalf of the Department of Workforce Development (the "DEPARTMENT") and **RSR Partners, LLC dba Regency Technologies, LTD** with principal offices located at 6111 Cochran Road, Solon, OH. 44139 (the "EMPLOYER").

## WITNESSETH:

**WHEREAS**, the United States Congress has established and the President has signed into law, the Workforce Investment Act of 1998 (Public Law 105-220), hereinafter referred to as "The Act"; and has charged the Governor of the State of Ohio with the establishment of Local Service Areas for the express purpose of implementing The Act; and

**WHEREAS**, the Governor of the State of Ohio has created the Ohio Department of Job and Family Services (ODJFS) to administer The Act in the State of Ohio through its Division of Workforce Development; and

**WHEREAS**, the Board of Cuyahoga County Commissioners, as the Chief Local Elected Officials representing Cuyahoga County, have determined and formed a Local Service Area (LSA) and appointed members to a Workforce Investment Board for the purpose of conducting programs and providing services under The Act; and

**WHEREAS**, the Ohio Department of Job and Family Services (ODJFS) has officially certified the Cuyahoga County Workforce Investment Board for Local Service Area #3 effective July 1, 2009; and

**WHEREAS**, the Cuyahoga County Workforce Investment Board (WIB), in partnership with the Board of County Commissioners, has identified the Cuyahoga County and City of Cleveland Departments of Workforce Development as Grant Recipient and Administrative Entity for programs under The Act in Cuyahoga County; and

**WHEREAS**, the County is desirous of having the CONTRACTOR, provide various employment and training services under the Act and the CONTRACTOR is willing to provide such services.

**NOW, THEREFORE, IT IS AGREED TO**, by and between the parties hereto as follows:

I. **SCOPE OF SERVICES:**

The EMPLOYER will implement an On-The-Job Training Program to hire 4 new trainees.

The parties here agree that the EMPLOYER shall employ and train **4 trainees at pay rates and hours** denoted on Attachment 1 (On the Job (OJT) Trainee List), in accordance with Exhibit A (OJT Requirements) and the attached On The Job (OJT) Training Plan. In consideration for the individual training to be provided by the EMPLOYER within the contract period beginning **September 12, 2011** and ending **March 12, 2012** the EMPLOYER shall be paid up to a maximum amount of **\$20,000.00**. The EMPLOYER shall be reimbursed fifty (50) percent of the total training wages per trainee paid during the contract period, as submitted on the DEPARTMENT invoice format, but not to exceed a total fixed cost of **\$20,000.00** as listed on Attachment 1 (On the Job (OJT) Trainee List).

II **TIME OF PERFORMANCE:**

The period of performance under this Contract shall be from **September 12, 2011 and ending March 12, 2012**. Under this timeframe, the EMPLOYER and the DEPARTMENT will carry out their respective responsibilities during the period mutually agreed upon.

III **COMPENSATION and METHOD OF PAYMENT:**

For the services to be provided, the EMPLOYER shall be reimbursed for an amount not to exceed **\$20,000.00**. The EMPLOYER will be compensated on a cost reimbursement basis per trainee as acknowledged on Attachment 1 (On the Job (OJT) Trainee List). Invoices for reimbursement of training costs must be submitted to the DEPARTMENT for payment within thirty (30) days following the end of each month using the OJT Invoice form identified in Exhibit B and Attachment 1 (On the Job (OJT) Trainee List). Failure to submit invoices in a timely manner may result in non-payment at the discretion of the DEPARTMENT. The EMPLOYER will be paid up to 50% of each trainee's regular wages during the Training Period for actual hours worked. The EMPLOYER will not invoice for hours paid but not worked (i.e. Holidays, Vacation, Sick Time). Trainee wages are not reimbursable on days when the trainee is absent (whether paid or unpaid, approved or unapproved) or when training does not take place for other reasons (e.g. because of instructor absence, holiday, etc.). The employer is solely responsible for insuring that Employment Connection is not invoiced on such occasion. The maximum number of hours worked per week that can be reimbursed is forty (40). Trainees' wages reimbursement is based on the trainees' base wages, excluding any incentives (such as shift differential, overtime, holiday or weekend pay) or commissions.

IV **TERMINATION OF AGREEMENT:**

The COUNTY, the DEPARTMENT and the EMPLOYER shall have the right to terminate this Agreement for any reason, including failure to make adequate progress toward project deliverables, subject to the conditions defined in this section. In the event that this Agreement is terminated by the COUNTY, written notice shall be given to the EMPLOYER. The EMPLOYER shall provide all services and products required by the agreement to the date of termination. Under no circumstances shall the COUNTY be responsible for any type of penalty payment upon cancellation of this Agreement. The EMPLOYER shall, however, be paid for the cost of all materials and services rendered and unreimbursed to the date of termination by either party.

V **INDEMNITY:**

The EMPLOYER will protect and save the COUNTY and the DEPARTMENT, including the Board of County Commissioners, harmless from any and all loss, claims, expenses, actions, causes of actions, costs damages and obligations, final or otherwise, arising from any and all acts of the EMPLOYER, its agents, trainees, licenses, clients hereunder, or invitees that result in injury to persons, damage to property or loss, either directly or indirectly, to the COUNTY and the DEPARTMENT, including the Board of County Commissioners, arising from the performance of this Agreement, as those injuries, damages or losses relate to any person, corporation, partnership or any other entity.

**VI ANTI-DISCRIMINATION:**

The EMPLOYER recognizes and hereby agrees that in the employment of labor, skilled or unskilled, under this Agreement, there shall be no discrimination exercised against any person because of race, color, sex, age, religion, national origin, handicap or political affiliation or belief as provided in Title VI of the Civil Rights Act of 1964. Violations thereof shall be deemed a material breach of the Agreement.

**VII EMPLOYMENT RELATIONSHIP, JOINT VENTURE OR PARTNERSHIP:**

Nothing in this Agreement shall constitute an employment relationship, a partnership or joint venture between the parties. The EMPLOYER shall be solely responsible for his/her trainees, including the payment of all Federal and State employment taxes and payroll insurance, insurance premiums, contributions to benefit plans, workers and unemployment compensation costs and similar expenses.

**VIII PROVISIONS CONCERNING WAIVERS:**

Subject to applicable law, any right or remedy which the COUNTY may have under this Agreement may be waived in writing by the COUNTY, if in the judgment of the COUNTY, this Agreement, as modified, shall still conform to the terms and requirements of the pertinent laws.

**IX COUNTY NOT OBLIGATED TO THIRD PARTIES:**

The COUNTY shall not be obligated or liable to any other party other than the EMPLOYER.

**X WHEN RIGHTS and REMEDIES NOT WAIVED:**

In no event, shall the making by the COUNTY of any payment to the EMPLOYER constitute or be construed as a waiver by the COUNTY of any breach of covenant or default which may exist on the part of the EMPLOYER, and the making of any such payment by the COUNTY while any such breach or default exists, shall in no way prejudice any right or remedy available to the COUNTY in respect to such breach or default.

**XI MODIFICATIONS:**

By the mutual consent of the COUNTY and the EMPLOYER, this Agreement may be modified whenever such modifications are deemed necessary. Any such modifications to this Agreement shall be reduced to writing and signed by both parties.

**XII NOTICES:**

Any notices, bills, invoices, reports, etc. required by this Agreement shall be sufficient if sent by the parties in the United States Mail, postage paid, to the addresses noted as follows:

**COUNTY: MR. FRANK BRICKNER, CPA  
CITY OF CLEVELAND/ CUYAHOGA COUNTY  
DEPARTMENT OF WORKFORCE DEVELOPMENT  
1020 BOLIVAR ROAD  
CLEVELAND, OHIO 44115**

**EMPLOYER: MR. JULIUS HESS  
RSR PARTNERS, LLC  
6111 COCHRAN ROAD  
SOLON, OH. 44139**

**XIII     TRAINEE ELIGIBILITY:**

The EMPLOYER assures that all trainees trained are eligible to work in the United States and are eighteen (18) years of age or older. In addition, the EMPLOYER assures that all trainees subject to Selective Service registration have in fact registered.

**XIV     EXTENT OF AGREEMENT:**

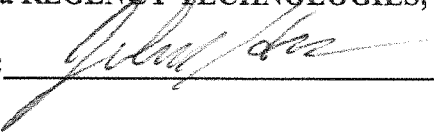
All other provisions of performance are contained herein. This Agreement, with all exhibits and attachments hereto, represents the entire and integrated Agreement between the COUNTY and the EMPLOYER and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement shall be amended only upon a written instrument executed by both the COUNTY and the EMPLOYER.

**XV     ELECTRONIC SIGNATURE:**

By entering into this CONTRACT, the EMPLOYER agrees to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. EMPLOYER also agrees to be bound by the provisions of chapters 304 and 1306 of the Ohio revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

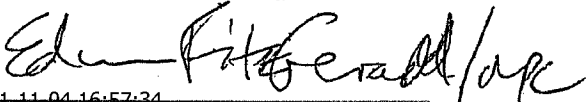
IN WITNESS WHEREOF, the COUNTY and the EMPLOYER have executed this Agreement as of the date first written above.

RSR PARTNERS, LLC  
dba REGENCY TECHNOLOGIES, LTD

BY: 

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

BY:   
2011 11 04 16:57:34  
Edward FitzGerald, County Executive