

CUYAHOGA COUNTY DEPARTMENT OF WORKFORCE DEVELOPMENT CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 2012 by and between the County of Cuyahoga, Ohio (the “County”) and **Forest City Tree Protection Company**, principal offices located at **1884 S. Green Road, South Euclid, OH 44121** (the “EMPLOYER”).

WITNESSETH:

WHEREAS, the County of Cuyahoga has entered into various Agreements with the United States of America providing for financial assistance to said County under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, pursuant to such Agreements, said County is undertaking by and through Development certain activities; and

WHEREAS, such activities to be performed include Incumbent Worker Training for Economic Development activities, and

WHEREAS, the County is desirous of having the EMPLOYER provide various employment and training services under Title I of the Housing and Community Development Act of 1974 and the EMPLOYER is willing to provide such services.

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

ITEM I - SCOPE OF SERVICES:

For detailed description of Scope of Services, refer to Attachment A.

ITEM II - TIME OF PERFORMANCE:

- A. The services of the EMPLOYER are to commence October 1, 2012 and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the services required herein shall be completed by October 31, 2012.
- B. Amendment to the time of performance shall be subject to the provisions of Attachment C, Terms and Conditions, hereof.

ITEM III - COMPENSATION AND METHOD OF PAYMENT:

- A. 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 **\$1,100.00** for all of the services required. It is further expressly understood and agreed that in no event will the Agreement exceed any budget line item of the latest approved budget by greater than ten percent (10%) prior to receiving, in writing, a budget revision from the "Development" authorizing the excess. In no case shall any approved budget line item excess cause the total agreed compensation and reimbursement to be exceeded.
- B. The total compensation referred to in paragraph (A) above shall be paid on a month-to-month basis reimbursing EMPLOYER for actual expenditures involved in performing the necessary work as set forth in the Scope of Services and Budget Summary. EMPLOYER shall submit an invoice itemizing both actual time expended and costs incurred in performance of said Scope of Services and in accordance with the Scope of Services and the Budget.

ITEM IV - EQUAL EMPLOYMENT OPPORTUNITY:

EMPLOYER agrees to comply with:

- A. Title VI of the Civil Rights Act of 1964, (P.L. 88-352) and the HUD regulations under 24 CFR. Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the EMPLOYER, this assurance shall obligate the EMPLOYER, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

- B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
- C. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the States shall, on the grounds of race, color, national origin, or sex, be excluded from participating in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to any otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.
- D. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal government or provided with Federal financial assistance.
- E. Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government EMPLOYER and recipients and under Federally assisted construction EMPLOYER.
- F. The National Affordable Housing Act of 1990 (P.L. 101-625) adds religion as a basis on which EMPLOYER may not discriminate in the programs and activities funded under CDBG programs.
- G. The Fair Housing Act (P.L. 90-284) requires that all programs and activities related to housing and community development are administered in a manner to affirmatively further the policies of the Act.

ITEM V - CONDITIONS & ATTACHMENTS

It is expressly understood and agreed that Attachment A, "Scope of Services", Attachment B, "Fiscal Management Standards, Payment Schedule and Budget Summary", Attachment C, "Terms and Conditions", and Attachment D, "Invoice Template", attached hereto are made a part hereof as if fully rewritten herein.

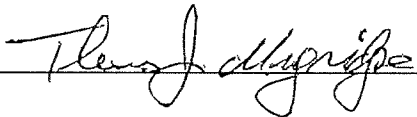
ITEM VI - ELECTRONIC SIGNATURE:

By entering into this CONTRACT, 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.

FOREST CITY TREE PROTECTION COMPANY

BY: 

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

BY: 
~~Edward FitzGerald, County Executive~~

ATTACHMENT A

SCOPE OF SERVICES

INCUMBENT WORKER TRAINING

The purpose of the Incumbent Worker Training Program (IWTP) is to support training projects that will benefit local business and industry by assisting the skill development of existing employees, thereby increasing employee productivity and growth/retention of the company and its workforce. The training must have common acceptance as a skill required for a particular industry over and above an entry level skill.

The EMPLOYER will implement an IWTP for ONE (1) employee, to accomplish the following:

- Improve the occupational skills of the EMPLOYER' workforce
- Help employee continue with skill building and maximize potential
- Understand new production or service procedures

The EMPLOYER will train one (1) employee in different jobs and new production jobs so that he may advance in his work skills.

The total training program budget is estimated to be \$2,846.00. The EMPLOYER will contribute \$1,746.00 and the COUNTY will reimburse up to \$1,100.00.

ATTACHMENT B

FISCAL MANAGEMENT STANDARDS, PAYMENT SCHEDULE AND BUDGET SUMMARY

Payments will be made on a cost reimbursement basis. EMPLOYER may request reimbursement for their actual training costs incurred in accordance with the following limitations:

- At no time may the amount requested exceed the employer contribution to-date;
- To receive payment, the PROVIDER agrees to submit invoices in accord with Attachment D, which details expenditures made by the PROVIDER in accordance with the approved budget summary.

Payment shall be made by the City of Cleveland/Cuyahoga County Department of Workforce Department upon receipt of a completed and signed invoice containing appropriate documentation. Appropriate documentation shall consist of, but is not limited to:

- Copies of vendor invoices and/or employee reimbursements made on behalf of this project;
- Type of training activities received;
- Names of individuals trained and training dates.

The final request for payment reimbursement by the EMPLOYER must be received by the City of Cleveland/Cuyahoga County Department of Workforce Development within 30 calendar days following the end of this Contract. Any request for payment received after this date may not be honored for reimbursement.

The EMPLOYER shall comply with fiscal management guidelines for allowable costs as established for all expenditures made under this Contract for which reimbursement is requested. A summary is as follows:

Allowable Cost

- tuition/registration fees;
- instructor/trainer salaries;
- curriculum development;
- textbooks, manuals, materials, supplies;
- certifications, licenses, credentials;

Unallowable Cost

- expenses incurred prior to IWTP application approval;
- business capitalization;

- business relocation;
- employee travel (can be used as employer contribution);
- payroll costs of trainees (can be used as employer contribution);
- training software, information technology (can be used as employer contribution);
- food, refreshments (meals can be used as employer contribution if the training takes place out of the region).

The EMPLOYER assures that the financial management systems used for such expenditures will provide the necessary internal controls, accounting records and reporting systems to meet the prescribed standards. At a minimum this would include the following:

1. Internal controls which provide for separation of duties such that no one individual has control over all aspects of any transaction.
2. Payroll accounting records that reflect hours worked, gross wages, payroll deductions, and net wages, must be maintained for each person performing services under this Contract.
3. All wages and/or payments must be made by check.
4. All payroll taxes must be accounted for and paid in a timely manner to the appropriate government agency.
5. Responsibility for authorizing expenditures and making payments must be separated.
6. All expenditures must be supported by proper documentation. Supporting documents must be verified for completeness and accuracy before any payment shall be made to the EMPLOYER.
7. All invoices will be compared with the Contract or other authorizing documents for propriety and validity before payment.
8. The EMPLOYER's accounting procedures and internal financial controls shall conform to Generally Accepted Accounting Principles (GAAP).
9. Only those costs incurred or payments earned during this Contract period may be charged to this Contract (i.e., there must be a proper matching of revenues and expenses).
10. Obligations may not be incurred without specific written authorization from the Cuyahoga County Department of Workforce Development, nor may they be incurred before such authorization. Any obligation greater than the Contract Budget in Attachment A to this Exhibit is the sole responsibility of the

EMPLOYER.

11. The EMPLOYER shall submit for written approval, to the DEPARTMENT, a modification request when the cumulative transfer of funds among budget line items is expected to exceed the total planned budget summary.

BUDGET SUMMARY

#	COST CATEGORIES	CONTRACT AMOUNT	EMPLOYER CONTRIBUTION	TOTAL TRAINING BUDGET
1	Instructor Wages	1,100.00		1,100.00
2	Materials/Supplies/Textbooks	0.00	50.00	50.00
3	Curriculum Development	0.00	0.00	0.00
4	Travel	0.00	390.00	390.00
5	Trainee Wages	0.00	436.00	436.00
6	Other (Housing)	0.00	270.00	270.00
7	Other (Meals)	0.00	100.00	100.00
	Total	\$1,100.00	\$1,746.00	\$2,846.00

ATTACHMENT C

TERMS AND CONDITIONS

SECTION 1 - RECORDS RETENTION AND ACCESS TO RECORDS

- A. Payroll and Distribution of Time- Payroll expenditures must be supported by a detailed account of all employees who were trained with these funds.
- B. The EMPLOYER shall document the marketing of services to the Community. Newspaper stories, posters, mailings, speaking engagements or other techniques employed shall be recorded by the EMPLOYER for review by the County. Any publications published as a result of this Agreement shall state that funding was made available through the Community Development Block Grant Program and/or Neighborhood Stabilization Program 1.
- C. Procurement records and files for purchases shall include the following at a minimum: basis for contractor selection; justification for lack of competition when competitive bids or offers are not obtained; and basis for award.
- D. The County, HUD, the General Accounting Office (GAO), or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a EMPLOYER personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.
- E. Financial records, supporting documents, personnel records, statistical records, and all other records pertinent to the Agreement shall be retained for a period of four years from the date of submission of the Agreement. The County's annual performance report in which the specific activity is reported on for the final time. The only exceptions are the following:
 - 1. If any litigation, claim, or audit is started before the expiration of the 4 year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action is taken.
 - 2. Records for real property and equipment acquired with Federal funds shall be retained for 4 years after final disposition.
 - 3. When records are transferred to or maintained by the U.S. Department of Housing and Urban Development, the 4 year retention requirement is not applicable to the EMPLOYER.
- F. The EMPLOYER shall provide citizens with reasonable access to records regarding the use of CDBG funds, consistent with federal, state and local laws regarding privacy and obligations of confidentiality.

SECTION 2 - REPORTS

At such times and in such forms as the Department of Housing and Urban Development ("HUD") or the County may require, there shall be furnished to HUD or to the County statements, records, data and information, as HUD or the County may request pertaining to matters covered by this Agreement.

SECTION 3- AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the County, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the County, HUD and/or representatives of the Comptroller General for examination all records of the EMPLOYER with respect to all matters and the EMPLOYER shall permit the County, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters.

In addition to the above-described inspections, the County may perform inspections of the program facilities and/or records at any time it deems desirable.

The EMPLOYER must comply with OMB Circular A-133 "Audits of Institutions of Higher Education and other Non-profit Institutions". Audits shall be made in accordance with statutory requirements and the provisions of OMB Circular A-110 "Uniform Requirements".

SECTION 4 - CONFLICT OF INTEREST

A. No employee, agent, consultant, officer or elected or appointed official of the County or EMPLOYER who exercises or has exercised any functions or responsibilities with respect to the Scope of Services or any of the activities that are in any way connected with this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities or Scope of Services, may obtain a personal or financial interest or benefit from any such activity or Scope of Services, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and the EMPLOYER shall take appropriate steps to assure compliance.

B. Personnel who are employed by the EMPLOYER shall not serve as a member of the agency's Board of Directors.

SECTION 5 - EMPLOYMENT DISCRIMINATION PROHIBITED

During the performance of this Agreement, the EMPLOYER agrees as follows:

A. The EMPLOYER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. The EMPLOYER shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. as used herein, "treated" means and

includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The EMPLOYER agrees to and shall post inconspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the EMPLOYER setting forth the provisions of this nondiscrimination clause.

B. The EMPLOYER will, in all solicitations or advertisements for employees placed by or on behalf of the EMPLOYER, state that the EMPLOYER is an Equal Opportunity Employer.

SECTION 6 - HISTORIC PRESERVATION AND ENVIRONMENTAL REVIEW

The EMPLOYER is responsible to know that historic preservation rules may apply to federally funded exterior maintenance, repairs, and renovations. The EMPLOYER is expected to determine which structures may require historic preservation review due to age, location, and scope of work. Before allowing work to be done on any such structure, the EMPLOYER is expected to notify the County and cooperate in obtaining any documentation required for review by the Ohio Historic Preservation Office. The EMPLOYER does not assume the County's environmental responsibilities described in 570.604; and the Sub-grantee does not assume the County's responsibility to initiate the review process.

SECTION 7 - COPYRIGHTS

If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all material which can be copyrighted.

SECTION 8 - PATENTS

Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection for such invention or discovery shall be sought and how the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SECTION 9 - POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 10 - LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designated to support or defeat legislation pending before the Congress or any public body.

SECTION 11 - CHANGES

A. The County may, from time to time, permit changes in the Scope of Services of the Agreement to be performed hereunder. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.

B. The County may from time to time cause changes in the expressed maximum sum of this Agreement provided such changes in compensation are authorized by resolution of the County of Cuyahoga, Ohio and are pursuant to the provisions of Part I, Item III hereof. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.

B. The County may upon its own initiative or upon that of the EMPLOYER, authorize changes in the time of performance as established in Part I, Item II hereof. As a condition precedent to the authorization of such change, the County shall have determined that the EMPLOYER has exhibited the utmost in good faith in the performance of the Agreement and that there is just cause based upon the intervention of a circumstance unforeseeable at the execution of this Agreement document. Any change in the time of performance shall be agreed to by the EMPLOYER and the County in writing, and said writing shall be incorporated in written amendments to this Agreement signed by the parties.

SECTION 12 - TERMINATION OF AGREEMENT CLAUSE

If the EMPLOYER fails to fulfill in a timely and proper manner any term or condition contained in this Agreement, or if EMPLOYER shall violate any of the covenants, agreements, or stipulations in this Agreement, the County shall have the right to exercise concurrently or successively any one or more of the following rights or remedies:

A. Terminate this Agreement and the rights of the EMPLOYER hereunder;

B. Withhold or reduce funds not yet paid to the EMPLOYER;

C. Recover funds previously paid to the EMPLOYER;

D. Recover any property obtained by the EMPLOYER through its expenditure of CDBG funds granted pursuant to this Agreement; or

E. Exercise any and all additional rights the County may have in law or equity.

Termination pursuant to clause (A) above shall be effective five (5) days after the date the County has given written notice to the EMPLOYER of such termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the EMPLOYER under this Agreement, at the option of the County, shall become the property of the County and EMPLOYER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents; provided, however, that such compensation may be reduced in the event the County determines that any money owed the County by the EMPLOYER has not been paid. No action or inaction by the County at any time of any of the terms or conditions of this Agreement shall be deemed or construed as a waiver of the same or other term or condition herein or of the timely and proper performance thereof. No waiver shall be valid against the County unless reduced to writing and signed by the County of Cuyahoga, Ohio.

SECTION 13 - TERMINATION FOR NECESSITY OF THE COUNTY

The County may terminate this Agreement for necessity by giving at least thirty (30) days notice in writing from the County to the EMPLOYER. If the Agreement is terminated by the County as provided

herein, the EMPLOYER will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the EMPLOYER covered by this Agreement, less payments of compensation previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the EMPLOYER shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Agreement incurred by the EMPLOYER during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If the Agreement is terminated due to the fault of the EMPLOYER, Section 16 hereof relative to termination shall apply.

SECTION 14 - SECTION 3, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968

A. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. EMPLOYER will send to each labor organization or representative of workers with which he has collective bargaining agreement or other contract or understanding, of any, written notice advising the said labor organization or workers representative of this commitment under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

SECTION 15 - INDEMNIFICATION

EMPLOYER agrees to indemnify and save harmless the County against all liability, claims, demands, losses, damages and costs arising from any act or omission by, or negligence of, EMPLOYER or its Recipients or the officers, agents, or employees of either while engaged in the performance of this Agreement.

SECTION 16- TAX INDEMNIFICATION

EMPLOYER shall pay all taxes, all assessments on property, and all payments in lieu of taxes when due. No lien or encumbrance against any assets purchased with CDBG funds granted pursuant to this Agreement shall be attached.

SECTION 17 - INDEPENDENT EMPLOYER RELATIONSHIP

The parties to this agreement expressly intend that an independent EMPLOYER relationship is created. The County and the EMPLOYER agree that the conduct and control of the work to be performed will lie solely with EMPLOYER. EMPLOYER is not to be considered an agent or employee of the County for any purpose and no agency or trust or other relationship whatsoever is created by this Agreement.

SECTION 18 - DISCRIMINATION IN SERVICE DELIVERY PROHIBITED

The EMPLOYER shall not discriminate against any applicant for its services because of race, religion, color, sex, national origin, age, handicap, ancestry, or Vietnam-era or disabled veteran status. The EMPLOYER shall not limit its services or give preference to persons on the basis of race, religion, color, sex, handicap, ancestry, or Vietnam-era or disabled veteran status.

SECTION 19 - SECTARIAN/RELIGIOUS ACTIVITY PROHIBITED

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of this Agreement regarding the provision of services with CDBG funds, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the EMPLOYER agrees:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;
- D. The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations; and
- E. The funds received under this Agreement shall not be used to construct, rehabilitate, restore, or maintain any facility which is owned by the EMPLOYER and in which the public services are to be provided. However, minor repairs may be made if such repairs (1) are directly related to the public services, (2) are located in a structure used exclusively for nonreligious purposes, and (3) constitute in dollar terms only a minor portion of the CDBG expenditure for the public services.

SECTION 20 - NATIONAL OBJECTIVES

EMPLOYER hereby warrants that its projected use of CDBG and/or NSP funds has been developed so as to give priority to activities which will carry out one or more of the national objectives of benefiting low and moderate income families, aiding in the prevention or elimination of slums or blight, or meeting other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community and other financial resources are not available to meet such needs. In determining whether an activity carries out a national objective, the criteria set forth in 24 CFR 570.208 shall be used.

SECTION 21 - GRANT CLOSE-OUT PROCEDURES

This Agreement will be closed out when:

- A. All costs to be paid with CDBG and/or NSP1 funds have been incurred, and
- B. The work to be assisted with CDBG and/or NSP1 funds has been completed, and
- C. After responsibilities of the EMPLOYER under the grant Agreement have been carried out satisfactorily.

Within 30 days of the close-out date as determined above, the EMPLOYER shall submit all requests for reimbursement to the County, with the exception of retainer fees (if applicable).

The County will cancel any unused portion of the awarded grant amount to drawn by the EMPLOYER within 30 days of the close-out date unless the County is notified in advance by the EMPLOYER.

Any unused grant funds will be captured by the County for use in eligible CDBG and/or NSP1 program objectives.

All funds appropriated but not expended at the expiration of the Agreement shall be used by the County, at its discretion, in a manner consistent with the Housing and Urban Development act of 1968, as amended.

SECTION 22- MONITORING

The County is responsible for monitoring the EMPLOYER's CDBG and/or NSP1 funded activities to assure compliance with applicable Federal requirements and to assure that performance goals are being achieved. Generally, one on-site monitor visit will be conducted during the period of this Agreement.

ATTACHMENT D

INVOICE TEMPLATE

INVOICE - EMPLOYER INCUMBENT WORKER PROGRAM

INVOICE PERIOD

EMPLOYER NAME:

CONTRACTOR ADDRESS:

CATEGORY	Employment Connection Budget	Total Expenses To- Date	Total Invoice Request		Employer Contribution To- Date
Instructor Wages					
Curriculum Development					
Materials/Supplies					
Training Equipment					
Other Cost (Itemize)					
Travel					
Trainee Wages					
TOTAL	-	-	-		-

I certify that to the best of my knowledge and belief, this report is accurate, that the costs incurred are valid and consistent with the terms of the contract.

NAME: _____

TITLE: _____

SIGNATURE: _____



CITY OF CLEVELAND
Mayor Frank G. Jackson

Economic Development Department
601 Lakeside Avenue, Room 210
Cleveland, Ohio 44114
P: (216) 664-2406
F: (216) 664-3681



Employment Connection
1020 Bolivar Road
Cleveland, Ohio 44115
P: (216) 664-4673
F: (216) 664-2951

EMPLOYMENT CONNECTION
Customized Occupational Skills /Incumbent Worker Training Application

Company/Association Name FOREST CITY TREE PROTECTION CO.
Federal Tax ID Number [REDACTED]
NAICS Code 561730
Address 1884 S. GREEN RD City SOUTH EUCLID Zip 44121
Contact Person TOM MUGRIDGE Title GEN. MGR
Phone 216-381-1700 Fax 216-381-1894 Email TMUGRIDGE@FORESTCITYTREE.COM

1. Briefly describe your business/association:
COMPLETE TREE CARE: PRUNING, CARLING, INSECT + DISEASE CONTROL, FERTILIZATION
2. Briefly describe proposed training project:
PROVIDE BASIC AND ADVANCED TREE-CLIMBING TRAINING TO ENHANCE / DEVELOP SKILLS
3. Attach training outline(s) and/or curriculum.
4. Attach list of employees to be trained (complete spreadsheet).
5. Training Occupation (s):
ARBORICULTURE

6. Starting Wage \$ 10⁰⁰/HR
After Training \$ 13⁰⁰/HR
After Six Months \$ 14⁰⁰/HR

7. Training Start Date 10-1-12 Training End Date 10-31-12

8. What will you do to assure job retention (mentoring, ongoing learning, job shadowing, etc.)? CONTINUING TRAINING 3-4 TIMES/MONTH IN-HOUSE,
DAILY OJT

9. Total Cost (complete itemized budget page)
\$ 2,296

10. What is the outcome(s) of the training? Please check all that apply.
Documented verification of all outcomes is required to be submitted at completion of training.

- ☒ The introduction of new technologies
- ☒ Introduction to new production or service procedures
- ☒ Upgrading to new jobs that require additional skills, especially that result in the creation of entry level positions
- ☒ Improve the occupational skills of the employers' workforce
- ☒ Assist in averting lay offs
- ☒ Raise the skill level of workers that leads to promotion
- ☒ Provide career progression that opens entry-level positions to others
- ☒ Reduction in employee turnover
- ☒ Increase individuals' wages

Company Representative:

THOMAS MURKIDGE
Name (printed)

GENERAL MANAGER

Title

Thomas J. Murkidge
Signature

Date

Employment Connection:

Name (printed)

Title

Signature

Date