

AN ORDINANCE No. 86-178-170

ADOPTED JUN 23 1986

To authorize the Acting City Manager, for and on behalf of the City of Richmond, to enter into and execute an agreement with the Governor's Employment and Training Department and the Metropolitan Richmond Private Industry Council to receive and administer all such funds as may be allocated under the provisions of the Job Training Partnership Act for the City of Richmond Service Delivery Area for the period July 1, 1986, through June 30, 1988.

Patron - Acting City Manager

Approved as to form and legality
by City Attorney

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Acting City Manager, for and on behalf of the City of Richmond, is authorized to enter into and execute an agreement with the Governor's Employment and Training Department and the Metropolitan Richmond Private Industry Council to receive and administer all such funds as may be allocated under the provisions of the Job Training Partnership Act for the City of Richmond Service Delivery Area for the period July 1, 1986, through June 30, 1988, such agreement to be substantially in the form attached to the draft of this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

THIS AGREEMENT made July 1, 1986, by and between the Governor's Employment and Training Department (the "GETD"), first party, the Metropolitan Richmond Private Industry Council, and the City of Richmond, Virginia, (the "Second Parties"),

WITNESSETH:

WHEREAS, the GETD is charged with the responsibility to administer the Commonwealth of Virginia's participation in the Job Training Partnership Act (JTPA) for the purpose of programs afforded under Title II thereof; and,

WHEREAS, the Metropolitan Richmond Private Industry Council has been constituted as the Private Industry Council for Service Delivery Area Number Ten, and the City of Richmond has been designated as the Administrative Entity and the Grant Recipient, for the said service delivery area; and,

WHEREAS, a Job Training Plan has been prepared for the said service delivery area for the two program years commencing on July 1, 1986, and ending on June 30, 1988, and reviewed and approved all in accordance with the applicable provisions of the JTPA; and,

WHEREAS, it is necessary to make provision for funding the said Job Training Plan;

NOW THEREFORE, that for and in consideration of the mutual covenants hereinafter set forth, the GETD and the Second Parties agree as follows:

1. From funds made available to the Governor of Virginia by the U.S. Department of Labor pursuant to Sections 201 and 251 of the JTPA, funds shall be allotted to the said service delivery area in accordance with the provisions of Section 202 of the JTPA and delivered to the Grant Recipient by the GETD periodically and by such mode as is determined and selected by the GETD.

2. Funds allocated to the said service delivery area and delivered to the Grant Recipient shall be expended by the Second Parties to implement and carry out the said Job Training Plan in accordance with the terms thereof as now approved or as the same may hereafter be modified and approved in accordance with the terms of the JTPA for the program year commencing on July 1, 1986 and ending on June 30, 1987.

3. THIS AGREEMENT IS MADE SUBJECT TO THE AVAILABILITY OF THE SAID FUNDS AND THE ALLOCATION THEREOF TO THIS AGREEMENT BY THE GETD. The GETD shall exert its best efforts to provide the Second Parties with timely advice of changes in funding levels produced at the federal level or required by circumstances affecting within State allocations pursuant to Section 202 of the JTPA.

4. The Second Parties agree, respectively, in the service capacities specified above, to receive, administer, disburse and account for the said funds and such property as may be acquired therewith or otherwise be placed under their control pursuant to the terms of the JTPA or direction of the U.S. Department of Labor, and to implement and carry out the said approved Job Training Plan and

perform the related duties imposed upon them by the JTPA, in accordance therewith and the regulations of the U.S. Department of Labor and the GETD, as the same may presently exist or hereafter be enlarged or abridged during the period of this Agreement.

5. In pursuance of an agreement between the U.S. Secretary of Labor and the Governor of Virginia, the GETD reserves the right to interpret the requirements of the JTPA and all implementing regulations, consistent with the terms thereof, which by this Agreement are applicable to the Contractor. Such interpretations shall be specifically identified as "JTPA Interpretations" and shall be issued in accordance with the internal policy of the GETD. The Second Parties shall apply and abide by interpretations heretofore issued as well as all such interpretations issued during the term of this Agreement. The GETD shall review these or any subsequent JTPA Interpretation upon its own motion or the request of the Second Parties and the Second Parties shall have such further recourse if they be aggrieved thereby to review under the grievance procedure mandated by the JTPA.

6. The GETD recognizes the right of the Second Parties to this Agreement to make provision among or between themselves for division of duties and tasks requisite for the proper performance and administration of this Agreement subject to the provisions of the JTPA and implementing regulations and the terms of that agreement specified in Section 103(b)(1) of the JTPA. The Second Parties agree that they shall not, by act of commission or omission, do or fail to do any act in relation to each other which would hinder, frustrate or delay the performance of this Agreement or any act or duty required hereby.

Should the agreement required by Section 103(b) (1) of the JTPA, or any subsidiary agreement made among or between the Second Parties be terminated, or there be a claim made of default thereon by any Second Party, then the Metropolitan Richmond Private Industry Council or Chief Elected Official shall give written notice of the particulars thereof to the Executive Director of the GETD. In such event, the GETD shall have the right to withhold further funding under this Agreement or terminate this Agreement as to any Second Party upon such notice as may be reasonable under the circumstances, not in lieu of but in addition to any other remedy available under law if such action be deemed reasonably necessary by the GETD to carry out its duty under the JTPA and the laws of the Commonwealth of Virginia.

7. The performance of the Second Parties hereunder shall, for the purpose of Section 106 of the JTPA, be gauged by those performance standards established by the Secretary of Labor pursuant to Section 106 of the JTPA as the same may be varied by the Governor, for the period of this Agreement.

8. This Agreement shall not be assignable, in whole or part, by any Second Party without the written consent of the GETD; provided, however, that contractors may be engaged by the Second Parties to provide services or programs to eligible JTPA participants for which provision is made in the said Job Training Plan. In the exercise of the discretion afforded by this provision, the Second Parties shall adhere to the standards set forth in Section 164(e) (2) of the JTPA. Whenever the word "contractor" appears in the succeeding provisions of this

Agreement, the same shall mean such contractors as are permitted by the terms of this paragraph 8. Any such contract, and any subcontract if the same be permitted by the Second Parties, shall be conditioned to secure the benefits of the succeeding provisions to the Second Parties and the GETD.

9. The Second Parties shall give the GETD timely notification of the possibility of disallowed costs incurred in their administration of this Agreement or by their contractors and use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The Second Parties shall not forego debt collection procedures without the express written approval of the GETD. In appropriate cases, the GETD shall petition the Secretary of Labor to:

First: Forgive those costs, if possible; if not to:

Second: Accept repayment of those costs in other than cash reimbursement. Nothing in this provision, however, shall be construed to limit or preclude the pursuit of remedies, either legal or administrative, by the GETD or the Second Parties.

10. Neither the Governor nor the Commonwealth of Virginia assume liability by virtue of this Agreement for any costs incurred above the amounts provided pursuant to this Agreement or for costs incurred by third parties or their contractors which are determined to be unallowable. Any such costs shall be at the sole risk of the Second Parties or their contractors. The foregoing provisions of this paragraph are not intended to preclude, and shall not be deemed to preclude the Second Parties or their contractors from asserting any defense which may be asserted by them hereafter.

11. The Second Parties agree to give the GETD prompt notice in writing of any action or suit filed or any claim otherwise made against the Second Parties or their contractors of which they have been notified.

12. The GETD, the Secretary of Labor, the Comptroller General of the United States, or any of its or their representatives shall have access to work and training sites and to any books, documents, papers, and records of the Second Parties and their contractors provided or made in the performance of this Agreement, for the purpose of monitoring, making surveys, audits, examinations, excerpts and transcriptions.

13. No waiver or modification of the terms of this Agreement, including, without limitation, this provision, shall be valid unless in writing and duly executed by the party to be bound thereby.

14. In addition to terminate in accordance with the provisions of paragraph 6, as well as in addition to termination resulting from the non-availability of funds as contemplated by Paragraph 3, hereof, the right to terminate this Agreement in accordance with the applicable provisions of the Job Training Partnership Act is reserved. The GETD reserves the right to apply any lesser sanction not prescribed by law or seek any lawful remedy available to it as it may deem requisite to obtain proper performance under this Agreement, to carry out the requirements of the Act and federal and State regulations made pursuant thereto, and to maintain the integrity of programs funded through this Agreement. Unless an emergency exists, the GETD shall

not act to impose a sanction except upon reasonable notice and after the Second Parties have opportunity for review in accordance with procedures mandated by JTPA. A sanction imposed in an emergency shall be subject to subsequent review.

15. This Agreement shall terminate at the close of business on June 30, 1987, provided, however, that the same shall remain in effect thereafter until the close of business on September 30, 1987, for the purpose of the conduct of "Summer Youth" programs pursuant to Title II-B of the JTPA for which provision is made in the above Job Training Plan, or for which provision is hereafter made in the next succeeding approved Job Training Plan, as the case may be.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives:

GOVERNOR'S EMPLOYMENT AND TRAINING
DEPARTMENT

BY: _____


Executive Director

SIGNATURE PAGE

METROPOLITAN RICHMOND PRIVATE INDUSTRY
COUNCIL

BY: _____

TITLE: _____

CITY OF RICHMOND, VIRGINIA

BY: _____

TITLE: _____

APPROVED AS TO LEGAL FORM BY:

Tabor Cronk
Assistant Attorney General,
Counsel for the GETD

ORDINANCE OR RESOLUTION SUMMARY
CITY OF RICHMOND, VIRGINIA

Resolution Ordinance No.86-178.....	Subject
Requested by ...Acting City Manager.....	Enter into Contract with Governor's Employment and Training Department and Richmond Private Industry Council.
Received City Manager's Office--.....	
Summarized6/16/86.....	

SUMMARY

This Ordinance would authorize the Acting City Manager, A. Howe Todd, to enter into and execute an agreement with the Governor's Employment and Training Department and the Metropolitan Richmond Private Industrial Council to receive and administer all such funds as may be allocated to the City of Richmond under the provisions of the Job Training Partnership Act for the period July 1, 1986 through June 30, 1988.

Planning Commission granted approval on June 16, 1986.

COUNCIL ACTION

On Docket6/23/86.....
Amended
Adopted
Rejected