

RESOLUTION NO. 31-2010

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A WORKSITE AGREEMENT WITH THE COUNTY OF SUMMIT FOR YOUTH WORKERS TO BE EMPLOYED BY THE COUNTY DURING THE SUMMER MONTHS AND DECLARING AN EMERGENCY.

BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Worksite Agreement with the County of Summit for youth workers to be employed by the County but work for the Village of Richfield during the summer months (June 21-August 31), a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order be effective prior to the start of the summer season; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 6-15-10

John A. Costello
President of Council

Michael J. Poirer
Mayor

Dated: 6/15/10

ATTEST:

Carolyn E. Sullivan
Clerk of Council

1.23 Provide youth workers with an orientation regarding their YES responsibilities.

1.24 Provide the Worksite Provider with a Worksite Provider Orientation Manual outlining their YES responsibilities.

1.3 **Term.** This Agreement shall be in effect from June 21, 2010, through August 31, 2010___, for Youth Summer Employment services, AND September 1, 2010, to June 30, 2011, for Youth Year-Round Educational Assistance and Employment opportunities subject to the termination/cancellation provisions set forth below in Article X.

1.4 **Monitoring and Evaluation.** Both County and the Worksite Provider must monitor the manner in which the terms of the Agreement are being carried out and allow access for Federal, State and local monitoring.

1.5 **Purchase of Service Agreement/Independent Contractor.** The Worksite Provider is bound by the terms and conditions of the Purchase of Service Agreement between the County and the County of Summit Department of Job and Family Services ("CSDJFS") and the Worksite Provider's relationship to CSDJFS is that of independent contractor and not as an employee of CSDJFS or the County.

SECTION 2: COMPENSATION

2.1 **Compensation.** The County shall pay the compensation of all youth workers in the YES Program working at the Worksite Provider's worksite. The Worksite Provider acknowledges and agrees that it is not entitled to any compensation under this Agreement for providing a worksite for YES Program youth workers or for performing its duties and responsibilities as stated in Section 1.1

SECTION 3: NO CONFLICT OF INTEREST

3.1 **No Conflict of Interest.** The Worksite Provider represents and warrants that no elected official, officer, employee, or agent of the County who has any responsibility in connection with this Agreement has any personal financial interest, direct or indirect, in this Agreement. The Worksite Provider represents and warrants that it is not a party to any contract or subject to any other obligation which precludes it from providing a worksite or performing its duties and responsibilities stated in Section 1.1.

SECTION 4: REPORTS AND RECORDS

4.1 **Maintenance of Records and Reports.** The Worksite Provider must maintain and provide to County upon demand the following records and reports:

4.1.1 Accounting and fiscal records adequate to enable the County or the State of Ohio or any duly-appointed law enforcement agency to audit and otherwise verify that funds provided for youth workers under this

Worksite Agreement

This Worksite Agreement ("Agreement") is entered effective June 21, 2010 between County of Summit ("County"), an Ohio political subdivision, with its principal place of business located at 175 South Main Street, Eighth Floor, Akron, Ohio 44308, on behalf of the Youth Employment for Success ("YES") Program, which is located at 140 East Market Street, and **Village of Richfield** with its principal place of business located at 4410 W. Streetsboro Rd., Richfield, Ohio 44286.

INTRODUCTION

WHEREAS, the County desires to engage the Worksite Provider to provide a worksite for youth workers in the YES Program and the Worksite Provider agrees to provide a worksite, on the terms and conditions below;

NOW THEREFORE; in consideration of the mutual covenants contained in this Agreement, County and Company agree as follows:

AGREEMENT

SECTION 1: DUTIES AND RESPONSIBILITIES

1.1 Worksite Provider. County engages Worksite Provider to provide a worksite for youth workers in the YES Program. The Worksite Provider agrees to:

- 1.11 Provide a safe and sanitary work environment.
- 1.12 Provide sufficient equipment and/or materials to carry out work assignments.
- 1.13 Provide adequate supervision for youth workers. When the regular supervisor is absent, a substitute supervisor will be available.
- 1.14 Monitor timesheets for each youth worker. YES will not pay youth workers for hours not worked or for hours worked over the pay period maximum.
- 1.15 Provide a meaningful work experience for the youth worker(s).
- 1.16 If there is a dress code make sure the youth worker is aware of the dress code.
- 1.17 Notify YES of incidents with youth involving theft, fighting or substance abuse.
- 1.18 Complete a Worker's Compensation Form if a youth is injured on the worksite.
- 1.19 Comply with the duties and responsibilities stated in the Worksite Provider Orientation Manual provided by the County.
- 1.20 Acknowledge that sectarian activities are expressly prohibited.
- 1.21 Ensure that no permanent employees shall be displaced or suffer a reduction in hours worked in the service of this Agreement.

1.2 County/YES Program. The County agrees to:

- 1.21 Assign an employment counselor to each youth worker who will communicate with worksite supervisor, monitor youth worker, pick up timesheets, and deliver paychecks.
- 1.22 Authorize payment for youth workers only for time worked, which excludes holidays and sick leave.

Agreement are used for the purpose stated in this Agreement.

- 4.1.2 Other records and reports as required by the County to enable County to comply with local, state and federal statutes and regulations.

4.2 Retention of Records. The Worksite Provider must maintain all records related to this Agreement for five years after the termination of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, The Worksite Provider must retain the records until completion of the action and all issues that arise from it or until the end of the five-year period, whichever is later.

**SECTION 5: EQUAL OPPORTUNITY EMPLOYMENT; NON-DISCRIMINATION;
EMPLOYMENT OF MINORS; COMPLIANCE WITH FEDERAL AND
OHIO LAW.**

5.1 Non-Discrimination. Neither the Worksite Provider, its employees, agents, or representatives may discriminate in any manner in the performance of duties and responsibilities under this Agreement by reason of race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. The Worksite Provider, its employees, agents, representatives, or subcontractors must comply with all appropriate federal and state laws regarding discrimination. Further, in compliance with County Codified Ordinance 169.04, Executive Order 2007-10S (Strickland), and County Ordinance 2009-475 (a) Provider shall not discriminate against any job applicants or employees in any manner or against any individual regardless of sexual orientation and/or gender identity or veteran status.

5.2 Equal Opportunity Employer. The Worksite Provider expressly represents that it is an Equal Employment Opportunity employer as defined in and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.

5.3 Employment of Minors. The Worksite Provider agrees to comply with all applicable requirements of federal and State of Ohio law concerning the employment of minors, including, but not limited to, Chapter 4109 of the Ohio Revised Code and any related sections of the Ohio Administrative Code.

5.4 Compliance with federal and Ohio law. The Worksite Provider recognizes that it is providing a worksite for youths. The Worksite Provider agrees to comply with all applicable federal and Ohio law, rules and regulations related to the licensing and operation of its business or organization, including, but not limited to, where required, conducting background checks of its employees. The Worksite Provider understands that it is responsible for providing a safe working environment for youth workers in the YES Program.

SECTION 6: TERMINATION

6.1 Termination. Either party may terminate this Agreement immediately upon written notice to the other party.

SECTION 7: GENERAL

7.2 Employee Compliance. The Worksite Provider must ensure that all employees of the Worksite Provider are informed of and agree to abide by all applicable terms of this Agreement applicable to them.

7.3 No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.

7.4 Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the County of Summit Court of Common Pleas.

7.5 Forum. The parties agree that the forum for any claim action arbitration, mediation, or litigation arising from this Agreement will be Summit County, Ohio. The parties agree that jurisdiction and venue for any matter involving any parties to this Agreement is proper in the Akron Municipal Court and/or the Summit County Court of Common Pleas.

7.6 Publicity. The Worksite Provider will not use the name of County for any commercial purpose without prior written consent of County.

7.7 Assignment. Neither party may assign rights or delegate any obligations created by this Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld. Any assignment in violation of this Agreement is void. This Agreement must be binding upon the heirs, successors, legal representatives and permitted assigns of the parties.

7.8 Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

7.9 Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement must

continue in full force and effect.

7.10 Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

7.11 Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

7.12 Notices. Every notice and demand required under the terms of this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address first set forth above. All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Article.

7.13 Amendment and Waiver. This Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim must not constitute a waiver of any other right or claim. This Agreement may be extended to achieve additional goals of the County with the written consent of both parties.

7.14 Entire Agreement. This Agreement states the complete, final, and exclusive agreement of the parties concerning the subject hereof and supersedes all prior oral or written agreements, representations, promises, negotiations, and other communications between the parties.

(End of text. Execution on following page.)

Intending to be legally bound, the parties have signed this Worksite Agreement as of the effective date written above.

Village of Richfield

COUNTY OF SUMMIT, OHIO

By: _____

By: _____

Russell M. Pry, County Executive

Title: _____

Date: _____

Date: _____

Approved as to form:

Richard E. Dobbins

Director, Department of Law

Date: _____