

ORDINANCE NO. 7-13

**AN ORDINANCE AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH J.O.G. OUR WAY
TO FACILITATE THE SFY 2013 TEMPORARY ASSISTANCE
TO NEEDY FAMILIES SUBSIDIZED SUMMER EMPLOYMENT
PROGRAM FOR YOUTH (“TANF PROGRAM”)
AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Spencer, Ohio, three-fourths (3/4) of its members concurring herein as follows:

1. That the State of Ohio has made available Federal Funds through Temporary Assistance to Needy Families Emergency Contingency Fund for the purpose of subsidizing youth summer employment, and the State of Ohio has allocated a portion of these funds through its SFY 2013 Temporary Assistance to Needy Families Subsidized Summer Employment Program for Youth (“TANF Program”) to the County of Medina Department of Job and Family Services. The County of Medina Department of Job and Family Services has made said funds available to Community Providers to act as the Employer of Record as a Sub-Grantee of the County of Medina Department of Job and Family Services. J.O.G. Our Way, the Employer of Record, desires to accept the services provided by Youth Participants and agrees to work together with the Village of Spencer as the Worksite Provider to facilitate the TANF Program. The Village of Spencer desires to accept the services provided by Youth Participants eligible for the TANF Program and agrees to provide a work experience worksite for the Youth Participants.

2. That the Mayor be and hereby is authorized and directed to enter into an agreement with J.O.G. Our Way, which agreement is attached hereto as “Exhibit A,” so as to allow the Village of Spencer to participate as a Worksite provider in the TANF Program.

3. That this Ordinance is determined to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said Village and for the particular reason that it is immediately necessary to enter into the Youth Worksite Agreement so that the TANF Program may be facilitated for the summer months of 2013, and that this Ordinance shall be in full force and effect from and after its passage.

PASSED: June 3, 2013



TOMMY RAMEY, Mayor

ATTEST:



SHERI RAMEY, Village Fiscal Officer

CLERK'S CERTIFICATE

The undersigned Spencer Village Fiscal Officer does hereby certify that the foregoing is a true and correct copy of Ordinance No. 7-13 duly passed by the Council of the Village of Spencer, Ohio, at a special meeting on June 3, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of June, 2013, at Spencer, Ohio.



SHERI RAMEY, Village Fiscal Officer

YOUTH WORKSITE AGREEMENT

This Worksite Agreement is entered into between J.O.G. OUR WAY (hereinafter "Employer of Record") having its principal place of business located at 55 E. CUYAHOGA FALLS AVENUE, AKRON, OHIO 44310 and INSERT WORKSITE NAME HERE (hereinafter "Worksite Provider") having its principal place of business located at INSERT WORKSITE ADDRESS HERE who is a Worksite Provider participating in the SFY 2013 Temporary Assistance to Needy Families (TANF) Subsidized Summer Employment Program for Youth (hereinafter "TANF Program").

INTRODUCTION

WHEREAS, the State of Ohio has made available Federal Funds through Temporary Assistance to Needy Families (TANF) Emergency Contingency Fund for the purpose of subsidizing youth summer employment; and

WHEREAS, the State of Ohio has allocated a portion of these funds through its "TANF Subsidized Summer Employment Program For Youth" to the County of Medina Department of Job and Family Services ("CMDJFS"); and

WHEREAS, CMDJFS has made said funds available to Community Providers to act as the Employer of Record as a Sub-Grantee of CMDJFS; and

WHEREAS, the Employer of Record desires to facilitate the TANF Program for the benefit of its Youth Participants and agrees to work together with the Worksite Provider to facilitate the TANF Program;

WHEREAS, the Worksite Provider desires to accept the services provided by Youth Participant(s) eligible for the TANF Program and agrees to provide a worksite pursuant to the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Worksite Provider and the Employer of Record, (collectively referred to as the "parties") agree as follows:

AGREEMENT

SECTION 1: DUTIES AND RESPONSIBILITIES OF PARTIES

1.1 WORKSITE PROVIDER. Worksite Provider shall provide a work experience worksite for eligible Youth Participants in the TANF Program (hereinafter "Participants").

Worksite name: _____
Worksite Address: _____
Department Head: _____
Number of youth requested: _____
Description of duties: _____

The Worksite Provider agrees to:

- A. Comply with all the legal and safety provisions in strict accordance with applicable Federal and State Minor Labor Laws.
- B. Provide Participants with a sanitary and safe work environment.
- C. Provide age appropriate and worthwhile work experiences to the Participants.
- D. Provide written work experience job description(s) for Participants to understand work responsibilities.

EXHIBIT A

- E. Provide sufficient equipment and/or materials for Participants to be able to carry out work assignments.
- F. Provide adequate supervision for each Participant at each worksite when the Employer of Record's Supervisor is absent.
- G. Provide adequate and accurate time records for each Participant to the Employer of Record. No Participant shall be paid for un-worked hours, recreational activities or summer school attendance. All time records shall be submitted promptly to the Employer of Record at INSERT WORKSITE ADDRESS HERE! (or addresses)
- H. Provide Participants with an adequate and age appropriate training orientation regarding all aspects of expected work duties and responsibilities.
- I. Cooperate with the Employer of Record staff assigned to monitor the TANF summer program.
- J. If there is a dress code make sure the Participant is aware of the dress code.
- K. Notify the Employer of Record immediately of concerns or incidents with Participant(s) involved in theft, fighting or substance abuse, or any violation of the rules and regulations of the Worksite.
- L. Provide the Employer of Record with a detailed incident report for any Participant injured at the worksite within 24 hours of the incident.
- M. Acknowledge that Youth involvement in sectarian activities are expressly prohibited.
- N. Ensure that no permanent employees shall be displaced or suffer a reduction in hours worked in the service of this Agreement.
- O. Acknowledge that Youth involvement in campaign, election and advocacy related activities are expressly prohibited.

1.2 EMPLOYER OF RECORD agrees to:

- A. Authorize and facilitate all payment(s) to the Participants only for time worked, which shall exclude holidays, sick leave, and any other non-worked hours. **Worker Compensation Coverage included.
- B. Provide adequate and skilled personnel for supervising Youth Participants and monitoring the TANF Program.
- C. Provide all TANF Program staff with an orientation and training program regarding their respective duties and responsibilities.
- D. Submit accurate and timely reports as may be necessary to the Worksite Provider and CSDJFS.
- E. Ensure, as a Sub Grantee of CMDJFS, that the funds used to pay for the supervision and training of Summer Youth Participants are not being claimed as a match for another federal program, or are not federal funds from another program.
- F. Information about Participant activity shall be provided monthly to CMDJFS so that the CMDJFS may meet reporting requirements set by the state of Ohio in order for the State to claim training and supervision costs of the employer to help meet the TANF maintenance of effort requirements.

SECTION 2: TERMS AND CONDITIONS

- 2.1 **Term.** The term of this Agreement will commence upon execution of this Agreement and continue for the duration of the TANF Program or until August 31, 2013, whichever occurs first.
- 2.2 **Monitoring and Evaluation.** Worksite Provider must monitor the manner in which the terms of this Agreement are carried out and allow access for Federal, State and local monitoring.

2.3 Independent Contractor. The Worksite Provider will exercise its duties and responsibilities under this Agreement as an independent contractor, and not as an employee of County or Employer of Record.

2.4 Confidentiality. Worksite Provider acknowledges that during this Agreement it may have access to and become acquainted with various information including private academic Participant information/records and other personally identifiable information regarding Participants that are protected under Federal and State privacy laws. The Worksite Provider understands that it shall not disclose or re-disclose any of the aforesaid, directly or indirectly, or use any such information in any manner, either during the term of this Agreement or at any time thereafter. The Worksite Provider acknowledges and agrees to maintain strict confidentiality at all times regarding the aforesaid private information unless it is required to disclose such confidential information by operation of the law. Any research or writing based in whole or in part upon information obtained during this Agreement shall not be published without the written consent of the Employer of Record. All files, records, documents, information, letters, notes, and similar items in relation to the business of Employer of Record, its Board, staff, agents, employees and/or Participants, whether prepared by the Worksite Provider or otherwise coming into its possession shall remain the exclusive property of Employer of Record. The Worksite Provider shall not retain any copies of the foregoing without prior written permission of Employer of Record.

To the extent permitted by law, the Worksite Provider may be required pursuant to a lawfully issued subpoena, or pursuant to Federal or State law to disclose confidential Participant information, in which case the Worksite Provider shall immediately notify the Participant's parent or guardian, as well as the Employer of Record, in writing. Such notice shall include a copy of such request, subpoena, etc., at least ten (10) days prior to any disclosure.

2.5 Compensation. Upon authorization from the Worksite Provider, the Employer of Record shall provide all monetary compensation for services rendered by the Participants in the TANF Program.

2.6 Maintenance of Records and Reports. The Worksite Provider must maintain and provide to the Employer of Record upon demand the following records and reports:

2.6.1 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 students participating in the TANF Program, pursuant to this Agreement, are used for the purpose stated in this Agreement and in accordance with the various sections in this Agreement.

2.6.2 Other records and reports as required by the Employer of Record and/or County to enable County to comply with local, state and federal statutes and regulations.

2.7 Retention of Records. The Worksite Provider must maintain all records related to this Agreement for five (5) 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 (5-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 (5-year) period, whichever is later.

**SECTION 3: EQUAL OPPORTUNITY EMPLOYMENT; NON-DISCRIMINATION;
EMPLOYMENT OF MINORS; COMPLIANCE WITH FEDERAL AND OHIO LAW.**

- 3.1 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 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.
- 3.2 Equal Opportunity Worksite Provider.** The Worksite Provider expressly represents that it is an Equal Employment Opportunity Worksite Provider and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, including all applicable executive orders and amendments.
- 3.3 Employment of Minors.** The Worksite Provider agrees to comply with all applicable requirements of Federal and State 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.
- 3.4 Compliance with Federal and Ohio law.** The Worksite Provider recognizes that it is providing a worksite for students that may be under the age of eighteen (18). The Worksite Provider agrees to comply with all applicable Federal and Ohio laws, rules and regulations related to the licensing and operation of its business or organization, including, but not limited to conducting background checks of its employees, and, as applicable, for those who will have unsupervised access to students. The Worksite Provider understands that it is responsible for providing a safe and adequately supervised work environment for students participating in the TANF Subsidized Summer Employment Program for Youth.

SECTION 4: TERMINATION

- 4.1 Termination.** Either party may terminate this Agreement immediately upon written notice to the other party.
- 4.2 Termination of Services.** If a Participant willfully breaches or habitually neglects the duties which he/she is required to perform under the terms of this Agreement, the Worksite Provider may at his option, terminate by giving written notice of termination, with cause, to the Participant and the Employer of Record without prejudice to any other remedy to which the Worksite Provider may be entitled under law, in equity, or under this Agreement.

In the event that changes in state or federal policy render the Participant ineligible for continued TANF Youth Employment Program participation under the existing terms of the Agreement, the Employer of Record may terminate the Agreement by giving written notice of termination to the Worksite Provider and the Employer of Record will inform the Participant. If the Participant's eligibility for the program can be re-established, this Agreement may be renegotiated.

SECTION 5: GENERAL

- 5.1 Indemnification.** The Worksite Provider agrees to defend and indemnify Employer of Record and its officials, agents, and employees, and the County and its elected officials, agents, and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of

any kind, including but not limited to reasonable fees of attorneys and experts, arising from or related to any of the following by the Worksite Provider or its representatives, employees, contractors, or agents: (1) negligent, reckless, willful, and/or malicious act(s) or omission(s); (2) unauthorized use or disclosure of confidential information; or (3) any breach of this Agreement.

- 5.2 **Employee Compliance.** The Worksite Provider shall ensure that all representatives, employees, contractors, and/or agents of the Worksite Provider are fully informed of and agree to abide by all applicable terms of this Agreement.
- 5.3 **No Authority to Bind.** No party to this Agreement has the power or authority to bind the other party to contracts or other obligations.
- 5.4 **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any claim brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the County of Medina, State of Ohio.
- 5.5 **Publicity.** The Worksite Provider shall not use the name of Employer of Record for any commercial purpose without prior written consent.
- 5.6 **Assignment.** No party may assign rights or delegate any obligations created by this Agreement without the prior written consent of the other party. Any assignment in violation of this Agreement is void.
- 5.7 **Force Majeure.** Neither party shall be considered in default in the performance of any obligation in this Agreement, 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.
- 5.8 **Severability.** If any provision in this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, or upon the agreement of the parties, the remainder of this Agreement shall continue in full force and effect.
- 5.9 **Reservation of Rights.** A delay or failure in enforcing any right or remedy afforded in this Agreement 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.
- 5.10 **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 shall not be applicable.
- 5.11 **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 set forth below. All notices are effective upon receipt. A party may change its address by giving written notice to the other party.
- 5.12 **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 TANF Program with the written consent of the parties.

5.13 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.

SECTION 6: 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.

The grantee/vendor will ensure that the funds used by the employer to pay supervision and training of summer youth participants are not being claimed as a match for another federal program, or are not federal funds from another program. Grantee/vendor agrees to provide information and data concerning the program as determined by the Medina County Department of Job and Family Services. The information shall be provided monthly to the Medina County Department of Job and Family Services so that the Medina County Department of Job and Family Services may meet reporting requirements and so that the state of Ohio may claim training and supervision costs of the employer to help meet the TANF maintenance of effort requirements.

Initial SK

By signing below, the undersigned represent that they have full authority to enter into this binding Agreement.

ON BEHALF OF WORKSITE PROVIDER:

Silvi Ramon 109 N. MAIN ST. Spencer
INSERT HERE Name and Address of Worksite

[Signature] 4-3-12 Fiscal Officer
Signature Date Title

ON BEHALF OF THE EMPLOYER OF RECORD:

Silvi Ramon 109 N. MAIN ST. Spencer
INSERT HERE Name and Address

[Signature] 4-3-12 Fiscal Officer
Signature Date Title