

ORDINANCE NO. 23-120

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A WORK SITE AGREEMENT WITH OHIO MEANS JOBS OF ERIE COUNTY FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM AND THE REIMBURSEMENT OF WAGES FOR PROGRAM PARTICIPANTS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the City's efforts to become more active in the workforce development ecosystem the Diversity and Economic Opportunity Manager has been working in conjunction with Ohio Means Jobs of Erie County to establish a youth summer jobs program at the City; and

WHEREAS, according to a study, youth who participate in summer jobs programs are less likely to be involved in youth delinquency filings and be incarcerated in the adult jail system 2 years after participation, have higher school attendance rates than the previous academic year following participation, and are more likely to graduate from high school; and

WHEREAS, The City of Sandusky will be a worksite for the Leading Youth to Feel Empowered (L.Y.F.E.) and Temporary Assistance for Needy Families (TANF) summer jobs program and will accept wage re-imbusement for eligible program participants up to \$13.00/hour from Erie County Ohio Means Jobs; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately begin the process of hiring eligible participants for seasonal positions at the City; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Administrative Services, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission authorizes and directs the City Manager to enter into a Work Site Agreement with Ohio Means Jobs of Erie County for the Summer Youth Employment Program and the reimbursement of wages for eligible program participants, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance.

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Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: May 22, 2023



Erie County

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L.Y.F.E / Summer Youth Employment Program Work Site Agreement

This Worksite Agreement is entered into this _____ day of _____, 2023 by and between OhioMeansJobs – Erie County,

Worksite Organization Name: _____
(Herein after "Worksite"), and the Youth or Young Adult Participant

Participant Name: _____
(Herein after "Participant").

The parties hereto referred to collectively as "Parties".

AGREEMENT SERVICE PERIOD (not to exceed 6 months in duration)

Start Date: _____ End Date: _____

WORKSITE GENERAL INFORMATION

EXHIBIT "A"

Worksite Address:	
Name of Supervisor or Mentor:	Worksite Main Phone #:
Supervisor or Mentor Phone #:	Supervisor or Mentor Fax #:
Organization Tax Identification #:	Type of Organization: (select one) <input type="checkbox"/> Non-Profit <input type="checkbox"/> Government <input type="checkbox"/> Private For Profit

WORK EXPERIENCE TYPES (select one from each of the three categories)

<i>Select one</i>	<i>Select one</i>	<i>Select one</i>
<input type="checkbox"/> Internship <input type="checkbox"/> Job Shadowing <input type="checkbox"/> On-the-Job Training (OJT) <input type="checkbox"/> Pre-Apprenticeship <input type="checkbox"/> Summer Employment Opportunity	<input type="checkbox"/> Paid <input type="checkbox"/> Unpaid	<input type="checkbox"/> Employment <input type="checkbox"/> Training

EMPLOYER OF RECORD (select one)

- Worksite
 Third Party Payroll Services Provider
 NA – Unpaid Work Experience or Training

RENUMERATION (select all that apply)

<input type="checkbox"/> Wages	Wage Rate \$ /Hour: _____
<input type="checkbox"/> Stipends or Incentives	Stipend or Incentive Amount(s) \$: _____ Requirement to earn Stipend or Incentive: _____
<input type="checkbox"/> NA – No Wages, Stipends, or Incentives	Stipend or Incentive Amount(s) \$: _____ Requirement to earn Stipend or Incentive: _____ Non-Monetary Incentive: _____ Requirement to earn Incentive: _____

JOB DUTIES (please detail below or attach position description)

- Position description attached

EXHIBIT "A"

HOURS TO BE WORKED (Estimated)

Day of Week	Time of Day	Total Hours Per Day
Monday	From: _____ To: _____	_____
Tuesday	From: _____ To: _____	_____
Wednesday	From: _____ To: _____	_____
Thursday	From: _____ To: _____	_____
Friday	From: _____ To: _____	_____
Saturday	From: _____ To: _____	_____
Sunday	From: _____ To: _____	_____
<input type="checkbox"/> Varies	<input type="checkbox"/> Varies	<input type="checkbox"/> Varies

SPECIAL WORKING CONDITIONS

TRAINING TO BE PROVIDED AND/OR CERTIFICATIONS TO BE EARNED

UNIFORMS, TOOLS, EQUIPMENT, AND OTHER SUPPORTIVE SERVICES REQUIRED

EXHIBIT "A"

PROVIDER (OHIOMEANSJOBS – ERIE COUNTY) RESPONSIBILITIES

Provider agrees to:

Provide a program orientation to participants which explains the program purpose, opportunities available through the program, program procedures, and participant rights and responsibilities.

Provide the worksite supervisor a program orientation prior to or at the time of placement of the participant at the worksite to ensure understanding of program goals and administrative expectations.

Visit and interview the participant and worksite regularly (at least every other month) to ensure goals are being met and all parties are adhering to work experience expectations.

Enroll applicable participants with a third-party temporary employment service/ payroll service employer who will be the recognized employer of record.

Ensure the third-party temporary employment service / payroll service provider has Commercial General Liability insurance coverage minimums of \$1,000,000 per occurrence with an annual aggregate of at least \$3,000,000 and Worker's Compensation coverage levels as required by Ohio law.

WORKSITE RESPONSIBILITIES

The worksite will provide and/or agree to:

A worksite and position orientation to the participant not later than the end of the second work week to familiarize the participant with job duties, rules, and expectations.

Experienced supervision and training to the participant.

An environment that will help the participant's job performance throughout the duration of the work experience so the participant can learn and develop marketable job skills consistent with the participant's job duties and training plan.

Working conditions which ensure a participant environment which is both safe and sanitary.

Sufficient equipment and/or material to carry out work assignments.

Sufficient work to occupy the participant during work hours.

Maintain accurate time and attendance records which reflect actual time worked by the participant.

Submit weekly participant timesheets not later than the following Monday (or next business day if Monday is a holiday) after the one week pay period to

OhioMeansJobs-Erie County, by fax or email to Attn: Neil Yingling III, Workforce Development Administrator

Email: Neil.Yingling@ifs.ohio.gov

Fax#: 419-624-6459

Cooperate fully with monitors from OhioMeansJobs – Erie County, and/or the State of Ohio by allowing access to information and files relevant to this program. Retain relevant records for three years.

PARTICIPANT RESPONSIBILITIES

The participant agrees to:

Perform their work experience duties, assignments, and training to the best of their ability.

Adhere to all worksite rules and policies.

WORKSITE ASSURANCES

Worksite assures and certifies that:

Appropriate standards for health and safety in work and training situations will be maintained.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Agreement, or any sub-agreement resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with all federal, state, and local laws.

It agrees to carry and maintain throughout the life of this Agreement such bodily injury and property damage liability insurance as will protect it and its employees, including the positions created under this Agreement, against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement. Such insurance coverage shall be standard in the industry that worksite functions in.

It agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and it further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or negligent omissions.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8 and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Sections 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Agreement and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Agreement, worksite certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Chapter 102 and the related provisions of Ohio Revised Code Chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal agreement, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Agreement certifies its exclusion status and that of its principals. It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

As a condition of this agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further assured that worksite will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this agreement.

It shall not place a participant in positions affected by hiring freezes, reductions in force, or labor disputes.

It conducts BCI background checks for employees and further assures that no employee whose regular course of duties defined as supervising, mentoring, transporting, responsible for, or is otherwise in an oversight capacity of the youth participant has been convicted of a "Prohibited Offense" against children as defined by the Ohio Revised Code (ORC) including: homicide (ORC 2903), assault (ORC 2903), menacing (ORC 2903.21), patient abuse and neglect (ORC 2903.34), kidnapping and related offenses (ORC 2905), sex offenses (ORC 2907), robbery and burglary (ORC 2911), arson (ORC 2909), offenses against the family (ORC 2919), weapons control (2923), drug offenses (2925) and other (ORC 3716.11).

TERMINATION FOR CONVENIENCE

The Parties may terminate this Agreement at any time and for any reason by giving at least one (1) business day advance notice, in writing, to the other Parties.

TERMINATION UPON BREACH OR DEFAULT

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

SIGNATURE OF PARTIES

OHIOMEANSJOBS – ERIE COUNTY AUTHORIZED REPRESENTATIVE

Printed Name: _____ Date: _____

Title: _____

Signature: _____

WORKSITE AUTHORIZED REPRESENTATIVE

Printed Name: _____ Date: _____

Title: _____

Signature: _____

YOUTH OR YOUNG ADULT PARTICIPANT

Printed Name: _____ Date: _____

Signature: _____

PARENT OR GUARDIAN OF YOUTH PARTICIPANT (required only if participant is a minor)

Printed Name: _____ Date: _____

Signature: _____

EXHIBIT "A"