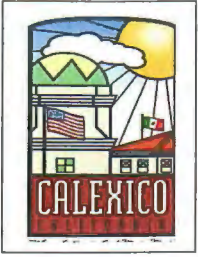


**AGENDA
ITEM**

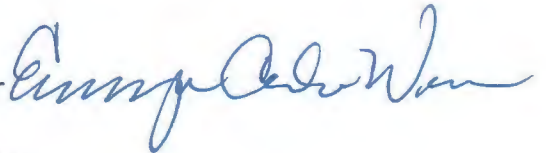
11




CITY COUNCIL AGENDA STAFF REPORT

DATE: May 17, 2023

TO: Mayor and City Council

APPROVED BY: Esperanza Colio-Warren, City Manager 

REVIEWED BY: Sandy Fonseca, Interim Finance Director

PREPARED BY: Norma Gerardo, Recreation Manager 

SUBJECT: Authorize the City Manager to Sign Employer Worksite Agreement Between the Imperial County Workforce Development Board and the Calexico Recreation Department for the Period of May 17, 2023 through June 30, 2024

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Recommendation:

Authorize the City Manager to sign Employer Worksite Agreement Between the Imperial County Workforce Development Board and the Calexico Recreation Department for the period of May 17, 2023 through June 30, 2024.

Background:

The Imperial County Workforce Development Board (ICWDB) Youth Program is looking to establish a partnership with the Calexico Recreation Department for the placement of program participants at the Recreation Department.

The ICWDB Youth Program is a paid work readiness program funded by the Imperial County Economic Development Administration that provides services to youth aged 16-24. ICWDB provides Worker's Compensation insurance for program participants and pays all applicable payroll taxes.

The Calexico Recreation Department will provide participants with the opportunity to enhance their long term employability skills through work exposure and will provide entry level work readiness skills for future employment opportunities. Moreover, participants will be supervised at all times by city staff and will not be replacing existing staff.

Discussion & Analysis:

The Calexico Recreation Department has a long history of partnering with various agencies to provide work-readiness opportunities. Participants are

**AGENDA
ITEM**
11

exposed to career exploration and acquire work skills that may later open future employment opportunities.

City staff recommends that the City Council of the City of Calexico authorizes the City Manager to sign Employer Worksite Agreement Between the Imperial County Workforce Development Board and the Calexico Recreation Department for the period of May 17, 2023 through June 30, 2024.

Fiscal Impact:

None.

Coordinated With:

None.

Attachment:

1. Employer Worksite Agreement.

ATTACHMENT #1



EMPLOYER WORKSITE AGREEMENT WORK EXPERIENCE

This Worksite Agreement describes the terms and conditions between service provider Equus Workforce Solutions and Calexico Recreation Department.

Equus Workforce Solutions	EMPLOYER
Contact Person: Margarita Romero	Business Name (Legal Name): City of Calexico
Title: Business Services Consultant	DBA (if applicable): Calexico Recreation Department
Address: 301 Heber Ave. Calexico, CA 92231	Address: 707 Dool Avenue, Calexico, CA 92231
Phone Number: 760-540-6362	Contact Person: Esperanza Colio Warren
Email: margarita.romero@equusworks.com	Title: City Manager
	Phone Number: (760) 768-2110
	Email: ecolio@calexico.ca.gov

The Effective Date of this agreement is **5/17/23 to 06/30/2024**.

General Contract Provisions

The Worksite/Worksite Supervisor agrees to:

Equus Workforce Solutions will compensate the participants directly on the basis of actual on-site training hours. Equus Workforce Solutions with an accurately completed and approved timesheet, signed in ink by both the participant and the designated supervisor. Equus Workforce Solutions will provide Worker’s Compensation insurance and will pay all applicable payroll taxes. **No overtime hours will be allowed.**

The following are the provisions of the agreement entered into by Equus Workforce Solutions and EMPLOYER to provide WORK EXPERIENCE to PARTICIPANT.

1. Equus Workforce Solutions will refer a PARTICIPANT to EMPLOYER based on: (A) the specific request and job description as provided by EMPLOYER and (B) an assessment of PARTICIPANT’S interests, aptitudes, and skills base as assessed by Equus Workforce Solutions. EMPLOYER will have the right to accept or reject a PARTICIPANT referred by Equus Workforce Solutions and may, at any time, request that a specific PARTICIPANT no longer be assigned to it. In the event that this occurs, EMPLOYER will provide Equus with the reason(s) for requesting such actions.
2. Equus Workforce Solutions will provide all payment due to PARTICIPANT, inclusive of wages, taxes, and worker compensation payments. EMPLOYER is responsible for ensuring that PARTICIPANT is provided with on-the-job supervision and the direction necessary to assure effective job performance. At all times, the PARTICIPANT will be under the exclusive direction and control of EMPLOYER.
3. Equus Workforce Solutions will pay PARTICIPANT for all work performed for EMPLOYER within the following guidelines:
 - a.) Equus Workforce Solutions will pay PARTICIPANT for hours worked, up to the specified number of hours per day/week, pursuant to the hours per day and hours per week defined within the WEX Training Plan Agreement.
 - b.) In the event that EMPLOYER needs PARTICIPANT to work hours in excess of the specified number of hours, EMPLOYER will be responsible for hiring and paying PARTICIPANT for these excess hours, including the payment of any applicable overtime.



EMPLOYER WORKSITE AGREEMENT WORK EXPERIENCE

- c.) EMPLOYER understands that PARTICIPANT will not receive any fringe benefits other than Worker's Compensation, which will be provided by Equus Workforce Solutions.
 - d.) EMPLOYER shall keep a daily account of hours worked by PARTICIPANT and shall forward this account to Equus Workforce Solutions following the last day of each reimbursement period. This accounting will report the total number of hours worked by PARTICIPANT during the reimbursement period, with the daily breakdown certified by both PARTICIPANT and EMPLOYER.
 - e.) If PARTICIPANT is a minor child covered by California Child Labor Laws, EMPLOYER understands that PARTICIPANT can only work hours consistent with the hours identified on the Work Permit. If EMPLOYER requires PARTICIPANT to work any hours in excess of those allowed on the work permit, then EMPLOYER will be responsible for making payment to PARTICIPANT for these excess hours.
4. EMPLOYER shall provide and explain written work rules to PARTICIPANT. These rules will contain, at a minimum, the expectations for time and attendance, unexcused absence policies, and all safety policies.
5. EMPLOYER shall complete and sign a Participant Skills Gain Evaluation for PARTICIPANT and shall complete a Participant Monthly Evaluation form for each month that PARTICIPANT reports to EMPLOYER. Once EMPLOYER has completed the Participant Skills Gain Evaluation and the Participant Monthly Evaluation, EMPLOYER agrees to provide copies of these evaluations to PARTICIPANT and Equus Workforce Solutions.
6. Equus Workforce Solutions representatives may, as required or requested by EMPLOYER, counsel PARTICIPANT regarding employment or other matters related to this WORK EXPERIENCE. It is understood that Equus Workforce Solutions will work with EMPLOYER to schedule any counseling to ensure minimal disruption of the work environment and schedule.
7. Both Equus Workforce Solutions and EMPLOYER reserve the right to terminate the agreement immediately upon notification that funds are not available to reimburse PARTICIPANT. Should changes occur in any or all of the following areas, representatives of both Equus and EMPLOYER would sign an amendment to this agreement: **(1)** the description of the work to be performed by PARTICIPANT under this agreement, **(2)** the total hours for which PARTICIPANT is to be employed, **(3)** the hourly rate of pay, and/or **(4)** the number of hours per week PARTICIPANT may work.
8. EMPLOYER assures that PARTICIPANT will not be involved in either partisan or nonpartisan political activities.
9. EMPLOYER will ensure that there is physical access to the activity for persons with functional impairments. To facilitate services to meet the needs of the disabled population, training materials and/or program design will be adapted to the extent possible.
- a.) As a condition to the award of financial assistance from the Department of Labor, EMPLOYER assures, with respect to operation of this WIOA-funded program or activity, and all agreements or arrangements to carry out the WIOA-funded activity, that it will comply fully with appropriate nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA); title VI of the Civil Rights Act of 1964; as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The United States has the right to seek judicial enforcement of this assurance.



EMPLOYER WORKSITE AGREEMENT WORK EXPERIENCE

- b.) EMPLOYER assures that it will comply with the requirement that no program shall involve political activities and/or lobbying.
 - c.) EMPLOYER will establish safeguards to prohibit PARTICIPANT from using his/her position for private gain for themselves or others, particularly those with whom there are family, business, or other ties.
 - d.) EMPLOYER will assure that no PARTICIPANT in the program will be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or workshop.
 - e.) EMPLOYER will assure that appropriate standards for health and safety in work and training will be maintained for each PARTICIPANT. All child labor laws will be followed if PARTICIPANT is under the age of 18 and subject to these laws.
 - f.) EMPLOYER will assure that the placing of PARTICIPANT at EMPLOYER'S worksite will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds or other funds in connection with work that would otherwise be performed.
 - g.) EMPLOYER will assure that PARTICIPANT will be treated at the worksite in a manner consistent with the treatment afforded other PARTICIPANTS working in the same position and under similar conditions.
10. EMPLOYER will assure that no PARTICIPANT at EMPLOYER'S worksite is involved in work duties which involve the operation of any motor vehicle. If EMPLOYER requires PARTICIPANT to operate such a vehicle, EMPLOYER assumes all liability for any accident or damage to property or person.
- a.) EMPLOYER releases and shall indemnify and hold harmless Equus Workforce Solutions and PARTICIPANT from any and all actions, costs, damages, claims, and liabilities arising out of damage or injury to persons or property sustained in connection with the placement of PARTICIPANT at EMPLOYER'S worksite.

Employer:

As an authorized agent of the work experience Employer, I hereby acknowledge that the Employer understands and agrees to the requirements set forth in this agreement, the general provisions, and the work experience training plan.

I have reviewed the attached WEX Training Agreement and the General Contract Provisions and agree to comply with the requirements therein. I have also reviewed the Supervisor Handbook, which sets forth the expectations and requirements in more detail. I understand that compliance with these provisions will be monitored.

I understand that any change to the originally agreed upon schedule, job duties or placement dates must be pre-approved by provider staff.

<u>Esperanza Colio Warren</u>		
Site Supervisor Name	Site Supervisor Signature	Date

Equus Workforce Solutions (Equus):

I hereby acknowledge and accept all conditions as set forth in this agreement, the general provisions, and the work experience training plan.

Business Services Consultant	Business Services Consultant Signature	Date
Manager/Director	Manager/Director Signature	Date