CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. 16-254

RESOLUTION

AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY SERVICES OR THE DIRECTOR'S DESIGNEE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE DEPARTMENT OF HUMAN SERVICES' OFFICE OF YOUTH SERVICES.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, requires that when carrying out the provisions of any intergovernmental agreement, all applications and/or amendments thereof, statistical data programs, reports or other official communications which support the application and which are required to be provided by the City and County of Honolulu or its component departments to any other governmental or quasi-governmental agency shall first be presented to the City Council for its review and approval prior to its transmittal; and

WHEREAS, said Section 1-8.2 further requires City Council approval of any intergovernmental agreement, or any amendments thereto, which places an obligation upon the City and County of Honolulu ("City"); and

WHEREAS, the City's Department of Community Services, through its WorkHawaii Division, implements a wide range of employment training activities for City and County of Honolulu residents; and

WHEREAS, a primary goal of the WorkHawaii Division is to provide training activities that prepare disadvantaged young people for post-secondary education and employment; and

WHEREAS, in connection with said goal, the Department of Community Services desires to enter into an agreement with the State Department of Human Services' Office of Youth Services, to facilitate the referral and placement of youth participants into training activities including work experience, community service projects and job readiness workshops characterized by career exploration experiences in work-based environments, facilitated by site mentors; and

WHEREAS, a copy of the proposed agreement is attached hereto as Exhibit A and by reference is made a part of this resolution; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the proposed intergovernmental agreement, attached hereto as Exhibit A, is hereby consented to and approved; and

BE IT FURTHER RESOLVED that the Director of the Department of Community Services or the Director's designee is hereby authorized to:

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1. Execute an agreement with State Department of Human Services' Office of Youth Services in substantially the same form as the proposed agreement attached hereto as Exhibit A; and

2. Execute any incidental or related agreements and documents in furtherance of the agreement, provided that such agreements and documents do not incur additional obligations on the part of the City; or amendments thereto, as may be reasonably required; and

BE IT FINALLY RESOLVED by the Council of the City and County of Honolulu that the Clerk be, and is hereby directed to transmit copies of this Resolution to the Director of the Department of Community Services, 715 South King Street, Suite 311, Honolulu, Hawaii 96813.

INTRODUCED BY:

(bf)

DATE INTRODUCTION:

SEP 15 2016

Honolulu, Hawaii

Councilmembers

WORK EXPERIENCE WORK SITE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between the DEPARTMENT OF COMMUNITY SERVICES, acting for and on behalf of the CITY AND COUNTY OF HONOLULU ("City"), a municipal corporation of the State of Hawaii, the principal place of business and mailing address of which is Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813, and the State Department of Human Services' Office of Youth Services ("Worksite Host"), a government entity, the principal place of business and mailing address of which is 707 Richards St. Suite 525, Honolulu, HI 96813.

WITNESSETH:

In consideration of the mutual promises of the parties hereinafter set forth, the City and the Worksite Host agree as follows:

1. TERM OF AGREEMENT: This Agreement shall become effective upon signature and shall terminate on June 30, 2018.

2. PURPOSE: The purpose of this Agreement is to facilitate the referral and placement of participants into training activities including work experience, community service projects and job readiness workshops characterized by career exploration experiences in work-based environments, facilitated by site mentors. These activities are funded by the City and County of Honolulu through the Department of Community Services ("DCS").

3. REFERRAL AND PLACEMENT OF PARTICIPANTS: Eligible participants will be placed at Worksite Hosts based on their fields of interest and qualifications as identified in the Worksite Application.

4. CITY RESPONSIBILITIES: The City, through DCS, shall:

- Pay the stipend of each authorized participant for the duration of his/her work experience, community service projects and job readiness workshops;
- Provide a participant orientation on the program and their responsibilities;
- Ensure the assignment of a staff member to act as liaison with each training site;
- Provide the host agency/organization with technical assistance to ensure training is in compliance with work readiness outcomes; and
- Provide case management services to participants to ensure compliance of training schedule.

5. WORKSITE HOST RESPONSIBILITIES: The Worksite Host shall undertake the following responsibilities:

- Ensure that an approved copy of this agreement is maintained at each work site;
- Orient each participant regarding worksite policies and specific job tasks stated in the Participant Worksite Plan;
- Provide continuous supervision by a qualified supervisor, maintaining a supervisor ratio of at least one supervisor for every 10 participants;
- Provide the work space, work equipment and/or materials to enable participants to perform their duties;
- Properly train each participant in the job tasks stated in the Participant Worksite Plan (Exhibit 1), and not reassign a participant unrelated jobs or tasks without DCS approval; Provide a qualified alternate supervisor when the regular supervisor is not available; and
- Complete, submit and maintain accurate time records for verification of participant's working hours. The maximum number of work hours per week per participant is 20 hours or 8 hours per day.

The Worksite Host further assures that:

- It will comply with applicable health and safety standards, wage and hour standards and child labor standards, established under State and Federal law;
- All facilities will be accessible to individuals with disabilities;
- No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- The training of this participant will not result in the replacement of laid off workers, infringe on the promotion opportunities of regular employees, or impair any existing contracts for services or collective bargaining agreements;
- Participant will not participate in any political or religious activities;
- It will comply with all federal, state, and local laws applicable to its operations; and
- The work site, supervisor, and participant will be available for monitoring by DCS staff during regularly scheduled work hours.

The Worksite Host further agrees that it will notify its DCS liaison, on a timely basis, of participants who:

- Are injured on the worksite;
- Are absent without good cause;
- Are disruptive to operations;
- Refuse to participate in work or work-related activities; or

- Are not making satisfactory progress in the program.

6. PARTICIPANT WORKSITE PLAN: For each participant referred by the City to the Worksite Host for placement, the parties shall complete a Participant Worksite Plan in the form attached hereto as Exhibit I.

7. CONFLICT OF INTEREST: The Worksite Host covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services. The Worksite Host further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

8. INSURANCE: The Worksite Host shall maintain insurance in the amounts set forth in the Certifications required by Section 5 in full force and effect throughout the term of this Agreement, as follows: (i) Commercial General Liability in the amount of $2,000,000 combined, single limit bodily injury and property damage; and (ii) Professional liability, if applicable, in the amount of $1,000,000. In addition, if the Worksite Host employs one or more workers and such workers are subject to the provisions of HRS Chapter 386, the Worksite Host shall maintain currently valid workers' compensation insurance covering all such workers. The Worksite Host shall maintain this insurance throughout the term of this Agreement.

9. NONDISCRIMINATION: The Worksite Host shall comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, gender, color, ancestry, national origin, religion, marital status, age, mental condition or disability. The Worksite Host shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), and all state and local laws dealing with the rights of persons with disabilities, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services, and training, educational or otherwise.

10. CONFIDENTIALITY: The Worksite Host shall protect the confidentiality of personal information concerning any participant funded by this Agreement and shall not release or disclose any such information except as directly connected with the administration of the particular program(s) or as authorized in writing by the participant. All records and files shall be appropriately secured to prevent access by unauthorized persons. Further, the Worksite Host shall ensure that all participants, employees and agents are aware of, and comply with, this confidentiality requirement.

11. AUDIT: The Worksite Host shall maintain records to ensure conformance with the terms and conditions of this Agreement, and to ensure adequate performance within the term of this Agreement. The Worksite Host agrees to permit the City, the State of Hawaii, the federal government or their duly authorized representatives to audit all records pertaining to this Agreement to ensure the accurate expenditure of funds.

12. INDEMNIFICATION: The Worksite Host shall hold harmless, indemnify and defend the City, its officers and agents from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this Agreement, except liability arising out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

13. INDEPENDENT CONTRACTORS: The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

14. TERMINATION: Either party shall have the right in its sole discretion to terminate this Agreement by giving 30 days advance written notice to the other party. The City may immediately terminate this Agreement without advance notice in the event the Worksite Host fails to observe any provision of this Agreement or is otherwise in breach of this Agreement, or in the event funding for this Agreement is terminated.

15. SEVERABILITY: The parties agree if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

16. MERGER: This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties

17. GOVERNING LAW: This Agreement in all things shall be governed by the laws of the State of Hawaii.

The City and County of Honolulu and Worksite Host have executed this Agreement as of the day and year first above written.

CITY AND COUNTY OF HONOLULU:

By: _____
Gary K. Nakata, Director
Department of Community Services

APPROVED AS TO FORM AND
LEGAILITY:

By: _____
Deputy Corporation Counsel

_____
(Worksite Host)

By: _____
Authorized Signature

_____
Title Date