

RESOLUTION NO. R-2023-29

**A RESOLUTION RATIFYING THE APPROVAL
AND EXECUTION OF AN EMPLOYER / WORKSITE AGREEMENT
WITH BLACK MEN UNITED (BMU) FOR DHS YOUTH WORK PROGRAM**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the “Village Board”), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village Board and Black Men United (“BMU”) of Chicago, Illinois have jointly determined that it is in the best interests of the Village of Maywood (“Village”), its residents, property owners, businesses and the public to enter into the attached Employer / Worksite Agreement for the operation of a DHS Youth Work Program within the Village (the “Agreement”). A copy of the Agreement, which contains all of the terms, conditions and obligations that the parties will be responsible for as part of their participation in the Agreement, is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Agreement, and find that entering into the Agreement is in the best interests of the Village, its residents, property owners, business owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval of Agreement. The President and Board of Trustees of the Village of Maywood authorize and approve the execution of the attached Agreement (Exhibit “A”).

SECTION 3: Execution of the Agreement and Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village authorize and direct the Village President and Village Clerk, or their designees, to execute the final version of the attached Agreement (Exhibit “A”), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill the Village’s obligations under the Agreement.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village direct the Village Clerk’s Office, or its designee, to forward a certified copy of this Resolution and a fully executed copy of the Agreement to BMU for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

ADOPTED this 16th day of May, 2023, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: Trustee M. Jones

APPROVED this 16th day of May, 2023 by the Village President of the Village of Maywood and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

[SEAL]

Exhibit "A"

**EMPLOYER / WORKSITE AGREEMENT
WITH
BLACK MEN UNITED (BMU) FOR DHS YOUTH WORK PROGRAM
(attached)**



Employer/Worksite Agreements

All subsidized youth employment opportunities must have signed Employer Agreements.

Signatures are encouraged but not required for *unsubsidized* employment agreements.

Worksite Agreement									
Performance Period for this agreement					to				
Is hereby designated as a DHS Youth Program worksite.									
By (hereafter known as the agency)									
Company Information <i>Black Men United</i> <i>Headquarters 4255 W. Division</i>									
Company Contact			<i>Donyell Wynn</i>			Phone		<i>312-701-4214</i>	
Contact Person Email			<i>donyell.wynn@blackmenunitedusa.org</i>						
Company Address			<i>Proviso Township Location 2125 W 21st St.</i>						
City		<i>Broadview / Chicago</i>		State		<i>IL</i>		Zip Code <i>60155</i> <i>60651</i>	
Worksite is:		<input type="checkbox"/> Government		<input type="checkbox"/> Private Non-Profit		<input checked="" type="checkbox"/> Private			
Worksite Information									
Worksite 1		<i>Village of Maywood</i>				County		<i>Cook</i>	
Street		<i>10 Madison Street</i>				Phone		<i>708-450-4414</i>	
City		<i>Maywood</i>		State		<i>IL</i>		Zip code <i>60153</i>	
Supervisor		<i>Greg Buchanan</i>		Phone		<i>708-774-3620</i>		Work Days <i>Mon-Friday</i>	
Staff at this location with acceptable background checks						Work Hours		<i>8:30 - 2:30 p.m</i>	
Worksite 2									
Street						County			
City				State		Phone		Zip code	
Supervisor				Phone				Work Days	
Staff at this location with acceptable background checks						Work Hours			
Worksite 3									
Street						County			
City				State		Phone		Zip code	
Supervisor				Phone				Work Days	
Staff at this location with acceptable background checks						Work Hours			
Background Check									



Worksite Agreement

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Commitment on the part of the employer to complete employment termination report if participant employment ends during the period of subsidized employment or within 3 months following the youth's period of subsidized for those youth that continue unsubsidized.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Commitment on the part of the employer to provide employment verification and status information for program youth to the provider upon request up to 9 months following the youth's period of subsidized employment for those youth that continue unsubsidized.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
We agree to adhere to current workplace safety guidelines	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
We agree that worksites for youth adhere to applicable federal/state wage, labor, and workers' compensation laws.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

WORK DESCRIPTION

An individual served under this Agreement will be referred to as an "employee." A Job Description describing task and responsibilities will be written for each employee served under this agreement. A duly recognized representative, such as a manager or supervisor, may sign for the Worksite. Job Description shall by reference be made a part of this Agreement.

PERFORMANCE OF WORK

START OF WORK:

The Worksite will not start the employee at work until this Agreement, and a Job Description and Worksite Agreement Addendum has been completed for the employee. The start of work must not precede the Date of this agreement or the last signature date.

TERMINATION FOR CONVENIENCE

The performance of work under this Agreement may be terminated in completely or from time to time in part by contracting agency when it determines that such termination is in the best interest of the agency. Termination for work hereunder shall be effected by delivery to the Worksite of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

The Worksite shall notify the agency of any changes to the required hours and work necessary to be performed by the Employee in order to effectuate any terminations due to lack of work.

TERMINATION FOR REASONS OF DEFAULT:

The agency by written notice of default to the Worksite may, terminate the whole or any part of this Agreement in any one of the following circumstances:

- failure to perform the services specified herein
- failure to perform any of the other provisions of this Agreement,
- failure to make progress as to endanger performance under this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the agency may authorize in writing) after receipt of notice specifying such failure.



Worksite Agreement

WORKSITE REQUIREMENTS

1. EQUAL OPPORTUNITY:

- a. The Worksite will not discriminate against any employee because of race, color, religion, sex, or national origin.

2. STATEMENT OF WORKSITE PERSONNEL POLICY:

- a. The Worksite will provide a copy of its policy to the employee covering any specific rules or regulations by which the employee is expected to abide, including benefits information and grievance procedures.

b. MISCELLANEOUS PROVISIONS

A. PAYMENTS:

- 1. The Worksite will assist the agency by providing the appropriate documentation (signed timesheets) to the agency on a timely basis to ensure the Employee is paid on a timely basis.
- 2. All hours must be rounded to the nearest quarter hour on a daily basis.

B. CHANGES:

- 1. There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.
- 2. Requests for interpretations of the Agreement provisions shall be directed to the agency and must be in writing. No interpretations shall be official or binding upon the Worksite unless it is received in written form.

3. DISPUTES:

All disputes should be resolved informally. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Worksite to resolve disputes with Employees. If the Worksite has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from the Local Workforce Boards Grievance Procedures.

4. ATTESTATION REGARDING EMPLOYMENT OF EMPLOYEE:

The Worksite can presently employ none of the employees served under this Agreement, nor can they be presently on a layoff status subject to recall by the Worksite or other like status with the Worksite.

5. SUBJECT TO FUNDING/BUDGET:

It is expressly understood by and between the parties hereto that the agency is serving solely as distributor of funds provided under the DHS Youth Programs grant and is not obligated to disburse monies from general funds or otherwise to make payments described herein, and further, that this distribution is contingent upon the receipt of DHS funds. The agency reserves the right to institute an administrative modification to reduce in whole or in part the monies provided under this Agreement should available monies become insufficient to continue Agreement levels.

6. HOLD HARMLESS:

The Worksite agrees to indemnify and hold harmless the agency, their officers, officials and employees from and against all claims, liabilities, the damages or suits of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Worksite, its delegates agents or employees, or due to any act or occurrence of omission of the Worksite, including but not limited to costs and a reasonable attorney's fee. In suits against the



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agency arising out of this agreement, the agency, at its sole option, may defend itself or require the Worksite to provide the defense.

7. DEBARMENT AND SUSPENSION:

The Worksite certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal or State department or agency.

8. RELATIONSHIP OF PARTIES:

The Worksite does not become the agent of the agency for any purpose pursuant to this Agreement, and will make no representation of such. In agreeing to provide direction and supervision for the employee(s), the Worksite understands that this does not make any employee an employee or agent of the agency, nor is the agency liable to the Worksite or any third party by reason of any future act or failure to act by any employee on or off the job.

ASSURANCES AND CERTIFICATIONS

By entering into this Agreement, the Worksite hereby acknowledges, and agrees to comply with, the following statutory, regulatory and policy provisions:

1. RELOCATION:

Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite's business.

2. MAINTENANCE OF EFFORT:

The Worksite assures that this agreement will only provide for employment opportunities that are necessary for disaster recovery associated with the covered disaster.

3. DISPLACEMENT OF CURRENTLY EMPLOYED WORKERS:

The Worksite assures that no currently employed worker shall be displaced by any employee, including partial displacement such as a reduction in hours of non-overtime work, wages or employment benefits. No employee shall be employed or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the Worksite has terminated the employment of any regular employee, or has otherwise reduced its work force with the intention of filling the vacancy so created by utilizing an employee.

4. HEALTH AND SAFETY STANDARDS:

Health and safety standards otherwise applicable to working conditions of disaster employees shall be equally applicable to working conditions of the regular employees. The Worksite assures that appropriate standard for health and safety will be maintained, including adherence to both federal and state Child Labor Laws.

5. SECTARIAN ACTIVITIES:

The Worksite assures that employees will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.

6. COLLECTIVE BARGAINING AND UNION ACTIVITIES:



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The Worksite assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Worksite and other parties, nor will this agreement assist, promote or deter union organization.

7. LOBBYING AND POLITICAL ACTIVITIES:

The Worksite assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.

REPRESENTATIONS AND UNDERSTANDING:

The Worksite agrees to operate this worksite in accordance with the provisions, conditions and specifications as follows:

- A. To insure that employees assigned to this worksite will only perform tasks related to the job description
- B. To insure that the agency contact person will be notified as soon as all tasks which are necessary have been completed
- C. To insure compliance with governing state and federal laws and policy
- D. To provide adequate supervision and safety training for the subsidized employees
- E. To provide sufficient work to fully occupy the employees' working hours
- F. To maintain the worksite timesheets and monitoring of hours and attendance
- G. To adhere to applicable wage and hour regulations
- H. To insure safe and sanitary working conditions
- I. To file injury reports when applicable and immediately advise the agency and Workers' Compensation provider
- J. To insure that no subsidized employee will be involved in any sectarian or political activities

The Worksite understands that no part of this Agreement, including any Addenda, may be subcontracted to a third party without the express written consent of the agency.

- A. The Worksite will immediately advise the agency in writing of any actions, suits, claims or grievances filed against the subsidized employee, the agency, State of Illinois, federal officials or any other individuals that in any way relates to this Agreement.
- B. The Worksite represents that it has the power and authority to execute this Agreement and perform the services specified in any Addenda to this Agreement.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. R-2023-29

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which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 16th day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of May, 2023.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: Trustee M. Jones

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 16th day of May, 2023.

Gwaine Dianne Williams, Village Clerk

[SEAL]