

**RESOLUTION NO. 2023-11**

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH LEADERSHIP LORAIN COUNTY IN REGARD TO SUMMER INTERN STAFFING.**

**WHEREAS**, the Lorain Port Authority has historically entered into agreements with Leadership Lorain County to provide a summer intern for the Agency; and

**WHEREAS**, it is the desire of the Lorain Port Authority to hire two summer interns through the Leadership Lorain County Internship Program for the 2023 summer months.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Lorain Port Authority:

**SECTION I.** That the Executive Director or his designee is authorized to enter into an Agreement with Leadership Lorain County regarding staffing and funding of the Summer Intern Program.

**SECTION II.** It is found and determined that all formal proceedings and actions of this Board concerning and relating to the passage of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including §121.22, of the Ohio Revised Code.

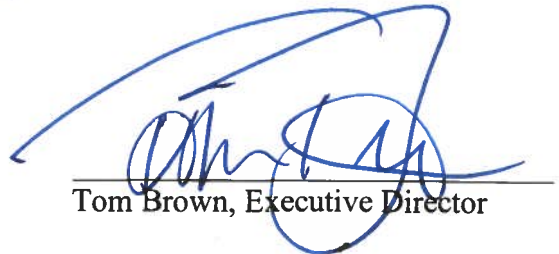
**Ayes: 9**

**Nays: 0**

**Abstain: 0**

**Adopted: 05/09/2023**

  
Brad Mullins, Chairman

  
Tom Brown, Executive Director

**Leadership Lorain County Internship Program  
Summer 2023  
Memorandum of Understanding**

**RE: Student's Name: Jeremy Gornall  
Financial Support: Community Foundation**

This **Memorandum of Understanding** is made and entered into between **Leadership Lorain County's Internship Program**, hereinafter called "**LLCIP**" and the **Lorain Port Authority**, hereinafter called the "Agency", **Federal Tax ID 34-0943456**.

WHEREAS, LLCIP desires to promote professional development through assignment of individuals on a short-term basis with agencies and organizations,

WHEREAS, the Agency believes that it can provide a reasonable learning situation for such individuals on the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, LLCIP and Agency agree as follows:

**1. TERM**

The term of this agreement shall be for a ten-week period to occur within the dates of **May 29<sup>th</sup>, 2023 thru August 4<sup>th</sup>, 2023 unless otherwise noted by the internship agency/site.**

**2. COST**

- A.** LLCIP agrees to provide payment to the agency in the amount of up to **\$1,875** which represents 50% of the intern's total salary. The disbursements will be made in two payments of \$937.50. **The first payment will be made on or about July 20, 2023; the second payment will be made on or about August 20, 2023.**
- B.** The Agency agrees to provide the remaining 50% of the total internship salary. The Agency also agrees to be responsible for the costs involving FICA, Workers' Compensation and for the preparation and filing of withholding statements and similar forms and payroll matters, which are solely the responsibility of the Agency.

**3. DUTIES OF THE AGENCY**

- The Agency agrees to provide work experience as described in the Agency's original proposal. If changes are made to the original description, the Internship Coordinator must approve the changes.
- The Agency agrees to supervise the intern assigned by LLCIP for the term set forth in Section 1 of this contract.
- The Agency agrees to periodic on-site visits and follow-up phone calls by Leadership Lorain County's Internship Coordinator (**Jennifer Gercak**) or designated staff person (**Julie Cruz Blair**), or student representatives or **Program Assistant.**

- The Agency agrees that interns must participate in group meetings sponsored by the LLCIP. These meetings are to provide additional educational and networking experience to the LLCIP interns. These meetings **are not** included in the intern's **30-hour** work schedule unless otherwise noted by intern agency/site. Most of the meetings are held from **9:00AM to 12:00 (noon)** unless otherwise stated and will be held on Fridays of each week. Schedule is attached.

**The Agency agrees that the intern's supervisor or a representative from the organization will be in attendance at the Recognition Celebration on Wednesday, August 2<sup>nd</sup>, 2023 – formal invitation to follow.**

#### **4. DUTIES OF LLCIP**

LLCIP agrees to conduct an **Orientation, 6 intern workshops, a Community Project and 3 on-site visits, a Networking and Speed Interview Event and additional mentoring by LLC Alumni in our community.** LLCIP agrees to maintain consistent contact with all participating Agencies and Interns. **(Due to the everchanging climate regarding the COVID-19 situation, workshops, Community Project, & all additional programming may be canceled, rescheduled, or hosted virtually to ensure the health and safety of all involved.)**

#### **5. INSURANCE**

During the performance of services described in the Agreement, the Agency shall cover the intern by Workers' Compensation in accordance with the requirement of the State in which the intern is assigned and by the Employer's Liability Policy limited to the amount of \$1,000,000.00.

#### **6. TERMINATION**

Without waiving any other rights, it may have, LLCIP reserves the right to recall the intern in the event of failure by the Agency to perform any of its obligations herein. The Agency may, if it is reasonably determined that the intern is inadequately or incompetently performing the work assigned pursuant to this Agreement, send written notice of intent to terminate ten (10) days in advance and agrees to return any unused grant funds to Leadership Lorain County.

#### **7. REPORTING REQUIREMENTS**

**Intern time sheets must be signed by the Agency supervisor at the end of each of the 10 weeks. (emailing the digital format from the Agency supervisor is equivalent to signature when applicable.)**

After the internship program is concluded, the Agency shall submit to LLCIP a **"Project and Intern Evaluation"**. The form will be provided by Leadership Lorain County.

**8. INFORMATION DISCLOSURE**

In the course of the intern’s assignment, the intern might have exposure and/or access to valuable proprietary and confidential information of the Agency. The Agency shall be responsible for obtaining and enforcing any agreement concerning said information from the intern. All student interns will sign a **Confidentiality Agreement** at Orientation.

**9. REFERRAL OF CANDIDATES**

Candidates for internships have been referred without regard to race, age, religion, national origin, political or union affiliation, marital status or sex. Physical or mental handicaps will be considered only as they may relate to bona fide job requirements.

**10. RIGHT TO AMENDMENTS**

No alteration of the terms of this **Memorandum of Understanding** shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

Date \_\_\_\_\_ Agency Intern Supervisor \_\_\_\_\_

Agency CEO/Executive Director \_\_\_\_\_

Date \_\_\_\_\_ LLC Internship Coordinator \_\_\_\_\_

Leadership Lorain County Ex. Director \_\_\_\_\_

**NOTE:** Please sign this Memorandum of Understanding and send it back to our LLC office. After the Leadership Lorain County Executive Director signs this form a copy will be made. The Agency will receive the original and LLC will keep a copy.

