

AN ORDINANCE **2010-03-04-0168**

AUTHORIZING AN AGREEMENT WITH THE AMERICAN ASSOCIATION OF RETIRED PERSONS WHICH PLACES SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM WORKERS IN ITS WORK TRAINING PROGRAM WITH HOST AGENCIES.

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WHEREAS, the American Association of Retired Persons (AARP) has a program utilizing senior citizens to assist agencies at no cost to the agency; and

WHEREAS, the Animal Care Services Department (ACS) will utilize 3 AARP employees, 6 hours a day, 3 days a week with an estimated annual value of \$28,994.00; and

WHEREAS, the services provided by these participants will help ACS run more efficiently and provide better customer service; and

WHEREAS, based on each particular placement, participants may provide assistance with animal adoptions in the clinic or in key administrative roles; and

WHEREAS, these are essential duties that ACS needs to focus in on in order to achieve its "no kill" goal; and

WHEREAS, the on the job training received by these participants will enable them to transition into full-time and part-time positions in the workforce; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee or the Director of Animal Care Services or his designee, is authorized to execute an agreement with the American Association of Retired Persons which places Senior Community Service Employment Program Workers in its work training program with host agencies. The City Manager or her designee or the Director of Animal Care Services or his designee, is further authorized to execute renewals of the agreement for three terms of one year each without any further City Council action. A copy of the agreement is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

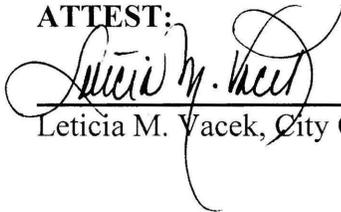
MH
Item #15
03/04/10

PASSED AND APPROVED this 4th day of March, 2010.



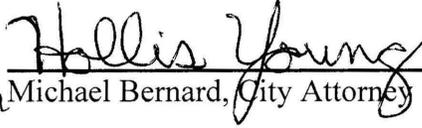
M A Y O R
Julián Castro

ATTEST:

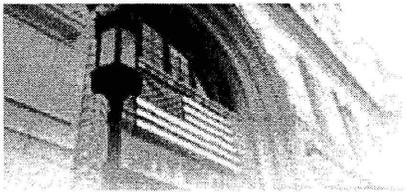


Leticia M. Vacek, City Clerk

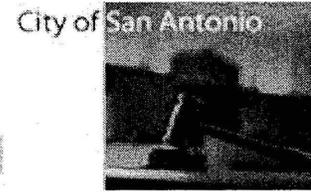
APPROVED AS TO FORM:



for Michael Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 15

Name:	15						
Date:	03/04/2010						
Time:	10:36:25 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an agreement with American Association of Retired Persons which places Senior Community Service Employment Program workers in its work training program with host agencies. [T.C. Broadnax, Assistant City Manager; Gary Hendel, Director, Animal Care Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

Senior Community Service
FOUNDATION Employment Program

HOST AGENCY AGREEMENT

Host Agency: Animal Care Services City of San Antonio (City)

FEIN:

Phone: (210) 207-3338

Fax: (210) 207-6673

Address: 4710 State Highway 151

San Antonio, TX 78227

The above named agency/organization, an equal employment opportunity employer, requests the services of participants from the AARP Foundation Senior Community Service Employment Agency (AARP Foundation). The term of this Agreement is for twelve (12) months commencing on February 1, 2010 and terminating on January 31, 2011. The Parties may renew the Agreement on an annual basis for three (3) terms of one (1) year. The Agreement shall be renewed in writing, executed by the City acting by and through the Director of Animal Care Services and by the AARP Foundation through its designated agent, acting upon the expiration of the first twelve (12) month term. If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation. Additionally, this Agreement may be terminated by either party upon 30 calendar days written notice to the other party.

This agency is:

A Non-Profit Organization.

(Tax exempt under the Internal Revenue code 501(c)(3))

X A Public Organization.

Enrollee Supervisors are:

Compensated with federal funds.

Not compensated with federal funds.

To ensure our host agency partners understand their important role in the daily lives of our participants and their responsibilities in supporting each participants quest for an unsubsidized job, we ask that each host agency supervisor clearly understand and support the following requirements that are part of each participant's agreement with our program:

(1) The purpose of the SCSEP is for a participant to provide community service while they actively pursue unsubsidized employment off of the program. When an individual enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.

(2) Participants are asked to cooperate with the AARP Foundation Project Director and AARP Foundation Employment Specialists by:

- Accepting referrals and interviews for employment outside the program;
- Conducting an ongoing search for unsubsidized employment as specified in their IEP and as directed by the Project Director and/or project site staff;
- Accepting regular transfers to other host agency assignments as necessary to further their training and work experience;
- Maintaining registration with the State Employment Service and/or One Stop Center;
- Attending job search training, job clubs, participant meetings, etc., when offered by the Project Office, and to engage in continuing unsubsidized job search activities.

Note: These activities may cause the participant to miss some hours at their host agency assignment.

(3) The Senior Community Service Employment Program (SCSEP) is a short-term, work-training program to prepare participants for unsubsidized employment off of the program. The program is not an entitlement, nor is it designed to provide income maintenance. SCSEP participants are considered to be in training status, preparing to accept unsubsidized employment. They, and you as the host agency supervisor, must understand and accept that training with the host agency is a short-term training opportunity, NOT a job, and that participants are NOT employees of either the AARP Foundation or the host agency to which they are temporarily assigned.

(4) Host Agency understands that AARP Foundation SCSEP does not conduct background checks or drug screenings on Program participants. Host Agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or

otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.

(5) Host agencies must not use participants as substitutes for permanent employees in their agency. Federal regulations prohibit this violation of "maintenance of effort." Host agencies must not substitute federal dollars for local dollars. Participants are additions to, not substitutes for, regular agency staff.

Host Agency: Animal Care Services City of San Antonio

(6) To become and remain a Host Agency, the Host Agency agrees to have a fax machine in good working condition in order to both receive and send participant Time Attendance Reports from and to the Project Site office or designated fax number. "Good working order" includes insuring that the document output settings are correct so that the fax is readable-not overly dark or overly light. Without good fax copies, AARP Foundation SCSEP cannot scan timesheets. If AARP Foundation SCSEP is consistently unable to scan your timesheets, AARP Foundation SCSEP participants cannot be paid and would potentially have to be transferred to a host agency where fax machines work properly.

(7) Host agencies agree to give serious consideration for any permanent job openings in the agency to qualified assigned participants. However, any employment with the City shall be subject to the hiring policies and procedures of the City. This Host Agency agrees to provide supervision, training, and a safe work site for each assigned participant. The Host Agency also agrees to the provisions outlined in the Participant - Host Agency Handbook provided by the program as a condition of participation in the Senior Community Service Employment Program.

(8) The Department of Labor (DoL) now requires a survey of randomly selected Host Agencies. This survey is generally done in January. If selected please complete the survey as it influences continued DoL funding for this grant. The DoL will make three attempts to get a completed survey from you. While the survey may have up to 20 questions, answering any five completes the survey for DoL purposes and prevents these follow-ups.

(9) AARP Foundation shall provide Worker's Compensation insurance for all participants under this Agreement along with a waiver of the right to subrogation in favor of the Host agency. Workers Compensation costs for our participants continue to increase rapidly as a result of post 9-11 insurance increases and escalating costs of health care. Our workers compensation claims are directly related to the work place environment and attitudes toward work place safety in our host agencies. We expect you to maintain high standards and to closely monitor the activities of the participants assigned to ensure they do not engage in activities which could cause them to be injured. Repeated accidents that are the result of inadequate Host Agency safety practices and supervision could be cause for us to remove all participants from your host agency. AARP Foundation shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the Host agency be required to maintain any insurance coverage for AARP.

(10) AARP Foundation SCSEP is a federally funded program and as such, is required by federal regulations to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is understood and agreed that AARP Foundation SCSEP shall pay the wages of participants assigned to the host agency. The host agency agrees to verify, sign and return completed timesheets to AARP Foundation SCSEP for processing. Federal regulations also require that timesheets be signed by the individual participant and by a responsible supervisory official having first hand knowledge of the hours worked by the participant. AARP Foundation SCSEP recognizes that assigned supervisors change and may not always be available to sign participant timesheets. Therefore, to ensure compliance with federal regulations, in lieu of providing the names and signatures of authorized supervisors, by signing this Host Agency Agreement, the authorized agency representative agrees to ensure that the participant signs his/her timesheet and that a responsible supervisory official of the agency certifies that the reported information on the timesheet is correct.

(11) **AARP Foundation covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY**

directly or indirectly arising out of, resulting from or related to AARP Foundation's activities under this Agreement, including any acts or omissions of AARP Foundation, any agent, officer, director, representative, employee, consultant or subcontractor of AARP Foundation, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT AARP FOUNDATION AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. AARP FOUNDATION shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or AARP FOUNDATION known to AARP FOUNDATION related to or arising out of AARP FOUNDATION's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at AARP FOUNDATION's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving AARP FOUNDATION of any of its obligations under this paragraph.

Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by AARP FOUNDATION in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. AARP FOUNDATION shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If AARP FOUNDATION fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and AARP FOUNDATION shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of AARP FOUNDATION, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for AARP FOUNDATION or any subcontractor under worker's compensation or other employee benefit acts.

(12) The host agency supervisor will be listed on the Time Attendance Report. If there are changes to a participant's supervisor, the Project Office must be notified so that the Project Site Office can update the information in our databases.

CITY OF SAN ANTONIO

AMERICAN ASSOCIATION OF RETIRED
PERSONS FOUNDATION

By: _____
Gary Hendel, Animal Care Services Director

By: 
Eva Trevino-Garcia, Project Director

Date: _____

Date: _____