

AN ORDINANCE 2008-10-16-0947

APPROVING A CONTRACT IN AN AMOUNT UP TO \$148,500.00 BETWEEN THE SOLID WASTE MANAGEMENT DEPARTMENT (SWMD) AND THE ALAMO COMMUNITY COLLEGE DISTRICT (ACCD) TO PROVIDE VOCATIONAL SKILLS TRAINING FOR SWMD STAFF.

* * * * *

WHEREAS, as part of the staffing conversion under the automated solid waste collection system, by the conclusion of Fiscal Year 2009 the Solid Waste Management Department (SWMD) will have eliminated 44 vacant Solid Waste Collector positions as it continues the automation process; and

WHEREAS, presently, many former Solid Waste Collectors have completed training in order to qualify for a Commercial Driver's License (CDL) and have become eligible for promotion to Automated Collection Drivers; and

WHEREAS, Solid Waste Collectors who do not qualify or are not interested in pursuing their CDL are being offered vocational training in electrical, plumbing or mechanical trades in order to assist them with obtaining employment upon the elimination of positions as the Department strives to place as many employees as possible into other jobs; and

WHEREAS, this ordinance authorizes the execution of a contract between the Solid Waste Management Department (SWMD) and the Alamo Community College District (ACCD) – St. Phillip's College, to provide vocational skills training for SWMD staff displaced during the course of implementing the automated solid waste collection system and the contract will not exceed \$148,500.00; and

WHEREAS, this ordinance would allow SWMD to continue automation while minimizing the necessity of reductions in force throughout the department and it would protect City employees from job loss by making them more marketable in the workforce through the enhancement of various skills; **NOW THEREFORE**,

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

SECTION 1. The City Manager, or her designee, is authorized to take all actions necessary to execute an Educational Services Agreement and contract with ACCD to provide vocational training to SWMD personnel based upon the proposal attached and incorporated herein as Attachment I, at a price not to exceed \$148,500.00.

SECTION 2. This project is budgeted in the Solid Waste Enterprise Fund. The contract will not exceed \$148,500.00, and will be a one-time expenditure. The contract term will end no later than July 1, 2009.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS

Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. The following appropriations, transfers, and fund adjustments, as may be necessary to effect this Ordinance, are authorized as follows:

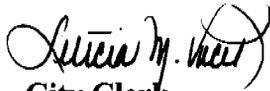
- (a) Funding for this ordinance is available in Fund 55001000 Solid Waste Management, Cost Center 5501010001 Office of the Director, General Ledger 5201040 Fees to Professional Contractors as part of the FY09 Budget.
- (b) Payment not to exceed \$148,500.00 is authorized to Alamo Community College District (ACCD) – St. Phillip’s College and should be encumbered with a purchase order.

SECTION 5. This ordinance shall take effect ten days from the date of passage.

PASSED AND APPROVED this 16th day of October, 2008.


M A Y O R
PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney



Agenda Voting Results - 31

Name: 8, 9, 10, 11, 12, 13, 14, 15, 18, 21A, 21B, 22A, 22B, 27, 28, 29, 31, 32, 33

Date: 10/16/2008

Time: 10:39:40 AM

Vote Type: Motion to Approve

Description: An Ordinance approving a contract in an amount up to \$148,500.00 between the Solid Waste Management Department (SWMD) and the Alamo Community College District (ACCD) to provide vocational skills training for SWMD staff. [Frances A. Gonzalez, Assistant City Manager; David McCary, Director, Solid Waste Management]

Result: Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7	x					
Diane G. Cibrian	District 8		x				x
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

EDUCATIONAL SERVICES AGREEMENT
Between
ALAMO COMMUNITY COLLEGE DISTRICT ON BEHALF OF

St. Philip's College – SWC/Division of Workforce Development and Continuing Education

And

City of San Antonio Solid Waste Management Department

This Agreement is made by and between the Alamo Community College District on behalf of **St. Philip's College–SWC, Division of Workforce Development and Continuing Education** (Hereinafter referred to as "ACCD") and **City of San Antonio Solid Waste Management Department** (Hereinafter referred to as "INSTITUTION").

In consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby enter into this Agreement for the limited purposes and upon the terms, provisions, and conditions set forth.

1. SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY.

The purpose of this Agreement is to retain the services of ACCD to provide educational training to INSTITUTION participants in various areas of concentration.

In the performance of the work, duties and obligations hereunder, it is mutually understood and agreed that ACCD shall not be considered an employee of INSTITUTION. Accordingly, INSTITUTION shall not have control, direction and/or dominion over ACCD other than the terms of this Agreement; however, ACCD shall be responsible for performing the services contemplated hereunder as determined by INSTITUTION.

Neither ACCD nor INSTITUTION has the authority to act for or on behalf of each other except as provided for in this Agreement and no other authority, power or use is granted or implied.

ACCD may not incur any debt, obligation, expense, or liability of any kind on behalf of INSTITUTION without said party's expressed written permission.

Neither ACCD nor INSTITUTION has the exclusive rights or benefits other than those set forth herein.

2. TERM.

2.1 The term period of this Agreement shall be from November 3, 2008 to July 1, 2009 for a maximum of seven hundred and twelve (712) contact hours unless terminated sooner as provided in Section 2.2.

2.2 This Agreement may be terminated by either: (1) written agreement of both parties; or (2) by unilateral written notice of termination at least 30 days prior to the beginning of any scheduled course.

2.3 Should termination occur, both parties shall be relieved of any further liabilities and rights hereunder except payment of fees accrued through date of termination.

3. DUTIES.

3.1 Duties of ACCD.

a) ACCD agrees to provide INSTITUTION with the following services as described:

- 1) Customized training as described on the attached **Exhibit No. 1** herein attached to this Agreement.
- 2) Classroom and coordination of all courses;

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ST. PHILIP'S COLLEGE

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- 3) Development of curriculum and materials, including testing development, administration, and scoring in order to enable the INSTITUTION to determine the necessity and effectiveness of the training provided by ACCD;
 - 4) A tool kit of required hand tools for each course that will be kept by the student;
 - 5) Instruction for all courses;
 - 6) Daily sign-in sheet for each day class is held; and
 - 7) Certificates of completion for each course.
- b) ACCD agrees to devote the necessary time, energy and attention to the duties specified in this agreement.
 - c) ACCD agrees to provide prompt, courteous, efficient and professional services to perform the above-described services in this Agreement.
 - d) ACCD agrees to hold classes as requested by INSTITUTION in accordance with this Section 3.1 and 3.2, and only if the Agreement is terminated pursuant to Section 2.2 shall classes be subject to cancellation. **Program delivery requirements-not to exceed 15 students, with a minimum of at least 12 students per course.**

3.2 Duties of INSTITUTION.

- a) INSTITUTION agrees to identify students for each course, and provide ACCD with the names at least one week prior to class start date.
- b) INSTITUTION agrees to provide a listing of its requested courses on a semester basis.
- c) INSTITUTION agrees to provide 30 day written notice regarding any additional courses, services, or cancellation of individual programs.

4. **COMPENSATION.**

- 4.1 The contractually agreed cost to ACCD and description for services to INSTITUTION will be in accordance with "Exhibit 1" herein attached to this Agreement. The maximum agreed compensation from INSTITUTION to ACCD under this contract shall not exceed \$148,500.00.
- 4.2 The cost of each course, described in accordance to "Exhibit 1", includes instructional cost, supplies and materials, administrative cost and facilities cost.
- 4.3 INSTITUTION will be invoiced for the delivery of instruction or service. ACCD will submit an invoice to INSTITUTION within 30 days of the beginning of the course.
- 4.4 Payment in full must be received within 30 days of receipt of the invoice unless otherwise arranged and acknowledged in this section of the document.
- 4.5 This price does include the cost of textbooks or reference books.
- 4.6 The invoices will be sent to the person and address listed below:

Name:	<u>David W. McCary, CPM</u>
Company:	<u>City of San Antonio Solid Waste Management Department</u>
Address:	<u>1940 Grandstand</u>
City/State:	<u>San Antonio, Texas</u>
Zip:	<u>78238</u>
Phone:	<u>(210) 207-6470</u>

5. **INSURANCE.**

ACCD maintains insurance coverage for claims or causes of action brought for which immunity has been waived under the provisions of the Texas Tort Claims Act. If services are to be performed on Institution's premises and as partial consideration for the performance of the services, Institution shall maintain

comprehensive general liability insurance in the minimum amount of \$1,000,000 each claim, \$2,000,000 aggregate, during the period of performance of services.

INDEMNIFICATION

ACCD and INSTITUTION acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, section 101.001 *et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

6. CHOICE OF LAW.

This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reasons of this agreement shall be in Bexar County, Texas. This Agreement is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Signatures below constitute acceptance of the terms and conditions set forth in this agreement.

INSTITUTION:

By: 
Print name: David W. McCary, CPM

Title: Director, Solid Waste Management
Department, City of San Antonio
Date: 10/24/08

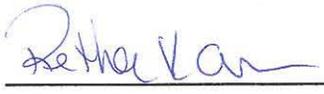
ALAMO COMMUNITY COLLEGE DISTRICT:

By: 
Print Name: Dr. Benjamin Kraft

Title: Vice President of College Services, St. Philip's College
Date: 10/27/08

By: 
Print Name: Dr. Adena Williams Loston

Title: President of St. Philip's College
Date: 10/27/2008

By:  10-14-08
Name: Retha Karnes

Legal Services, Alamo Community College

EXHIBIT 1
Solid Waste Management Department
City of San Antonio (COSA)

Award/Certificate/Course	Date(s)	Contact Hours	Costs
I. Plumber's Helper, Residential Marketable Skills Achievement Award(MSAA)/Certificate (1.) Plumbing & Pipefitting Equipment & Safety (2.) Plumbing Maintenance & Repair (3.) Residential Construction Plumbing I (4.) OSHA 10-hour Safety Certification	November 3, 2008 – March 2, 2009	48 48 72 <u>10</u> 178	\$667.00 \$667.00 \$1002.00 <u>\$139.00</u> Per student fee is \$2,475.00 for Plumber's Helper, Residential MSAA
II. Electrical Trades Helper, Residential Marketable Skills Achievement Award (MSAA)/Certificate (1.) Basic Electrical Theory (2.) Residential Wiring (3.) Intro to National Electrical Codes I (4.) OSHA 10-hour Safety Certification	November 3, 2008 – March 2, 2009	64 72 32 <u>10</u> 178	\$889.00 \$1002.00 \$445.00 <u>\$139.00</u> Per student fee is \$2,475.00 for Electrical Trades Helper, Residential MSAA
III. Air Conditioning Systems Helper, Service Marketable Skills Achievement Award (MSAA)/Certificate (1.) Refrigeration Principles (2.) Residential Air Conditioning (3.) Air Conditioning Troubleshooting (4.) EPA Recovery Certification Preparation (5.) OSHA 10-hour Safety Certification	November 3, 2008 – March 2, 2009	48 48 48 24 <u>10</u> 178	\$667.00 \$667.00 \$667.00 \$335.00 <u>\$139.00</u> Per student fee is \$2,475.00 for Air Conditioning Systems Helper, Service MSAA
IV. Electrical Trades Helper, Residential Marketable Skills Achievement Award (MSAA)/Certificate (1.) Basic Electrical Theory (2.) Residential Wiring (3.) Intro to National Electrical Codes I (4.) OSHA 10-hour Safety Certification	Tentative Dates of Instruction TBA March 16, 2009 – June 22, 2009	64 72 32 <u>10</u> 178	\$889.00 \$1002.00 \$445.00 <u>\$139.00</u> Per student fee is \$2,475.00 for Electrical Trades Helper, Residential MSAA



CITY OF SAN ANTONIO
Request for Council Action

Agenda Item # 31
Council Meeting Date: 10/16/2008
RFCA Tracking No: R-4015

DEPARTMENT: Solid Waste Management **DEPARTMENT HEAD:** David W. McCary

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Vocational Skills Training Contract with ACCD for SWMD Employees

SUMMARY:

This ordinance authorizes the execution of a contract between the Solid Waste Management Department (SWMD) and the Alamo Community College District (ACCD) – St. Phillip's College to provide vocational skills training for SWMD staff. The contract will not exceed \$148,500.00.

BACKGROUND INFORMATION:

As part of the staffing conversion under the automated solid waste collection system, 24 vacant Solid Waste Collector positions were eliminated in Fiscal Year 2008. By the conclusion of Fiscal Year 2009, the Department will eliminate an additional 20 vacant Solid Waste Collector positions as it continues the automation process. To date, no filled positions have been eliminated through this process.

Presently, many former Solid Waste Collectors have completed training in order to qualify for a Commercial Driver's License (CDL) and have become eligible for promotion to Automated Collection Drivers.

Solid Waste Collectors who do not qualify or are not interested in pursuing their CDL are being offered vocational training in electrical, plumbing or mechanical trades in order to assist them with obtaining employment upon the elimination of positions due to the conversion to the automated solid waste collection system. The Department strives to place as many employees as possible into other jobs as Solid Waste Collector positions are eliminated.

The Department would like to acknowledge the diligent work of the Human Resources Department in coordinating this effort with St. Phillip's College.

ISSUE:

This ordinance would allow SWMD to continue automation while minimizing the necessity of reductions in force throughout the department. It would protect City employees from job loss by making them more marketable in the workforce through the enhancement of various skills.

ALTERNATIVES:

If this ordinance is not approved, SWMD staff that are not pursuing a CDL license may run the risk of their position being eliminated through the course of automation. SWMD will continue to encourage staff affected by the conversion to pursue other alternatives for job placement.

FISCAL IMPACT:

This project is budgeted in the Solid Waste Enterprise Fund. The contract will not exceed \$148,500.00, and will be a one-time expenditure. If approved, the contract term will end no later than July 1, 2009.

RECOMMENDATION:

Staff recommends the approval of this contract with ACCD – St. Phillip’s College to provide vocational skills training for Solid Waste Management employees.

ATTACHMENT(S):

File Description	File Name
Educational Services Agreement Between St. Phillip's College and City of San Antonio Solid Waste Management Department	ACCD Contract -Skills Training - SWMD 101608.pdf
Voting Results	
Ordinance/Supplemental Documents	200810160947.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

David W. McCary Director Solid Waste Management

APPROVED FOR COUNCIL CONSIDERATION:

Frances A. Gonzalez Assistant City Manager