REPORT TO CITY COUNCIL



Approved by Department Director

Council Meeting of: March 6, 2019 Agenda Number: _______B-7

Arnoldo Rodriguez, City Manager

SUBJECT:

Consideration of a Resolution Approving a Host Agency Agreement between the Senior, Employment and Redevelopment (SER) Program and the City of Madera for Senior Employment Services, Authorizing the Mayor to Execute the Agreement on Behalf of the City, and Authorizing Impacted Department Directors to Execute Individual Worksite Agreements

RECOMMENDATION:

Staff recommends the City Council (Council) take the three actions below.

- 1. Adopt the resolution approving the Agreement with SER for their Senior Community Service Employment Program (SER-SCSEP) to provide paid work experience for Madera's qualifying seniors.
- 2. Authorize the Mayor to execute the Agreement on behalf of the City.
- 3. Authorize impacted department directors to execute individual Worksite Agreements for program participants as work opportunities are identified.

SUMMARY:

SER National is a private nonprofit corporation that helps underserved people achieve economic freedom and self-sufficiency through employment, education and empowerment. One of SER's programs is the SCSEP which focusses its efforts on the training and employment needs of senior workers. The program fosters and promotes useful part-time opportunities for individuals who are over 55 years old and who have the greatest economic need. All wages and workers compensation resources are paid by SER National. By renewing this Agreement, the City will continue to realize the benefits of seniors working at various City sites.

DISCUSSION:

Since July 2003, SER National has been funded by the U.S. Department of Labor to operate focusing on the training and employment needs of the mature worker. SER currently serves over

3,500 participants in over 250 counties in 6 states. SER-SCSEP, in its fourteenth year of operation, is administered in the following states: California, Colorado, Kansas, Missouri, Texas, and Wisconsin.

Participants in the SER-SCSEP come from all walks of life, have diverse work experiences, and possess various levels of education. SER partners with local non-profit organizations (host agencies) to provide participants with training opportunities to update their skills. SER-SCSEP has been successful in placing individuals in full and part-time jobs which benefit them both economically and socially.

SCSEP is a community service and work-based training program for older workers. Authorized by the Older Americans Act, the program provides subsidized, service-based training for low-income persons 55 or older who are unemployed and have poor employment prospects. The SER agency is a national network of employment and training organizations that formulates and advocates initiatives that result in the increased development and utilization of America's human resources. The SCSEP fosters and promotes useful employment opportunities for individuals. The goal is to develop job skills and contacts that the seniors might use to create work opportunities for themselves. SER pays all participants at the federal/state minimum wage as well as providing them coverage for workers' compensation. Through our ongoing partnership with SER-SCSEP, the City is obligated to provide meaningful work experience, supervision, training and a safe work environment to program participants.

The City has a long history of cooperative work with the SER agency and currently hosts SCSEP clients at sites where the City provides programming for seniors including the Frank Bergon Senior Center. SER-SCSEP clients have been stationed in the past at the John W. Wells Youth Center, Pan-Am Community Center, and in various departments at City Hall, including Planning, Building and Engineering. There are currently City facilities and departments that are awaiting workers to be assigned.

FINANCIAL IMPACT:

General Fund relief is a beneficial by-product of the work the SCSEP participants perform; the program is designed primarily for the benefit of the clients and not with the intent of replacing City workers. Any ancillary costs (safety equipment, aprons and gloves, occasional background checks/fingerprinting etc.) borne by the City are compensated by the value of the participants' work (estimated at \$34,000 based on the average annual Full-Time Equivalent (FTE) for the number of participants provided by the program). The value of work is proportional to the number of SER clients placed in City service.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

- Strategy 215 Ensure educational and occupational opportunities are available for all Maderans.
- Strategy 342.3 Collaborate with agencies to provide support and opportunities for Madera's seniors.

Strategy 113 - Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.

ALTERNATIVES:

Should the Council choose not to enter this Agreement, no participants from SER-SCSEP will be placed in the City for work experience.

ATTACHMENTS:

There are two attachments to this report.

- 1. A Resolution.
- 2. The Agreement between the City and SER-SCSEP.

RESOLUTION NO. 19 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A HOST AGENCY AGREEMENT BETWEEN THE SER SCSEP AND THE CITY OF MADERA FOR SENIOR EMPLOYMENT SERVICES, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, AND AUTHORIZING IMPACTED DEPARTMENT DIRECTORS TO EXECUTE INDIVIDUAL WORKSITE AGREEMENTS

WHEREAS, the City of Madera provides supportive services including employment

opportunities to community seniors; and

WHEREAS, the Senior Employment Redevelopment (SER) Senior Community Service

Employment Program (SCSEP) fosters and promotes useful part-time opportunities for

individuals over 55 years old and with the greatest economic need; and

WHEREAS, SER is requesting the City enter into an Agreement for placing their clients

in part-time paid job skills training at various City sites; and

WHEREAS, said Agreement is in the best interests of the program clients, SER and the

City.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

- 1. The above recitals are true and correct.
- 2. The Host Agency Agreement between SER-SCSEP and the City of Madera, a copy of which is on file in the office of the City Clerk and is referred to for more particulars, is approved.
- 3. The Mayor is authorized to execute the Agreement with SER on behalf of the City of Madera.
- 4. Impacted Department Heads are authorized to execute individual worksite agreements and related documents.

5. This resolution is effective immediately upon adoption.

* * * * * * * *



SER SCSEP (This is a Training Program for SCSEP Participants)

61 - HOST AGENCY AGREEMENT

See Sections 11, 13, & 27 of the SOP

Agency/Organization: City of Madera

FEIN: 94-6000365

The Senior Community Service Employment Program (SCSEP) aids unemployed low income individuals, 55 years and older, in re-entering the workforce by providing subsidized community service training assignments with non-profit and government agencies to gain experience. **Thank You** for partnering with SER SCSEP to enhance employment opportunities for the participants that will be assigned with your agency/organization. Your agency will assist participants with meaningful training opportunities to update and/or develop job skills needed to obtain unsubsidized employment.

SER SCSEP responsibilities:

- Assessment of the participant's skills;
- Development of a customize employment plan;
- Assignment to a suitable training site;
- Create a list of training activities and appropriate schedule for each participant;
- Provide compensation (at the federal/state minimum wage) to participants for training;
- Provide job search guidance through employment referrals and job readiness workshops;
- Communicate to host agencies any changes in regards to training and/or SCSEP policies and procedures;
- Make available opportunities for participants to rotate to other host sites for additional training experience;
- Conduct annual/bi-annual informational Host Agency meetings; and
- Cover all SER participants under a worker's compensation insurance policy during training hours.

Agency/Organization responsibilities:

- Provide supervision, orientation, training, safe training site and adhere to all applicable state laws regarding meal/rest breaks;
- Abide by agreed-upon training schedule and submit properly prepared and signed timesheets.
- Adhere to the policies/procedures outlined in the SER SCSEP Handbook;
- Consider hiring the participant if appropriate openings occur [no special consideration is implied];
- Cover the cost for background checks, health screenings or drug testing required by the agency;
- Maintain open communication with the SCSEP staff regarding the participant's training and any issues/situations;
- Inform SCSEP staff when the participant gets a job.
- Agree not to use participants as substitutes for permanent employees; to displace currently employed or laid off employee [within 2 years]; or to reduce regular hours, wages or benefits.
- Agree not to compensate the participant in any form or manner;
- Attend SER SCSEP host agency meetings; and
- Provide a copy of the following upon request: General Liability Insurance, IRS 501(c)(3) letter [non-profits], an annual HA Assessment of SCSEP, and supervisor hours for In-kind services provided [if applicable].

This agreement will be in effect from the date signed until June 30 of following year [one program year]; a renewal of this partnership must be signed each program year [July – June].

The subsequent representative's signature on this agreement acknowledges that each supervisor will read and adhere to the above requirements. It further signifies your agency accepts and agrees to cooperate with SER SCSEP.

	Please check each	appropriate box:					
Type of Agency/Organization:	Participant Supervis	or is Paid From:	Additional Sites:				
Non-Profit Organization IRS code 501(c)(3) documentation attached	Federal funds		□ No				
E Public Organization - Government agency	Non-federal funds		X Yes fill out Form# 62 (HAA- Additional				
Including federal, state, county, or city	Supervisor Hourly Pay Rate:		Sites)				
City of Madera		Select Office Name Ser - Fresho					
Agency/Organization - Main Office Location	*	SER SCSEP Site					
205 West 4th Street Made	ra, CA 93637	255 N. Fulton St. #106 France 0/19370					
Address City, Sta (559) 661-5400 (559	te, ZIP 9) 674-2972	Address 559-452-0881 559-803-6154					
Telephone & Fax		Telephone & Fax					
mseay@cityofmadera.gov		Peggy @sercalifornia. Org					
Email		Email 1 A	1.1.1				
Andrew J. Medellin	12	legay Mi	21101745				
Agency/Organization Representative Name (Print)	SER SCSEP Staff Name (Print)					
Agency/Organization Representative Signatu	ire Date Signed	SER SCSEP Staff Signature Date Signed					

Indemnity Language – Mutual Indemnification/Partner Agency

Now, therefore, Other Entity and Agency agree to the following:

Other Entity shall indemnify and save harmless the Agency, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of Other Entity, its officers, agents, employees and/or servants in connection with the Activity.

Agency shall indemnify and save harmless Other Entity, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the Agency, its officers, agents, employees, and/or servants in connection with the Activity.



(This is a Training Program for SCSEP Participants)

62 - HOST AGENCY AGREEMENT-ADDITIONAL SITES Please attach to the Host Agency Agreement See Sections 11, 13, & 27 of the SOP

205 West 4th Street	Madera,	California	93638			
Mailing Address	City	State	ZIP			
205 West 4th Street	Madera,	California	93638			
Physical Address	City	State	ZIP			
Telephone & Fax <u>(559) 661-5495 (559) 675-362</u> 9	Email <u>msea</u>	y@cityofmadera.gov				
Mary Anne Seay	Director of	Director of Parks & Community Serv.				
Contact Person Name (Print)	Title					
Other Host Agency Authorized Sites [each site]	listed below must	have a separate Host A	gency File]			
Name: John W. Wells Youth Center	Phone No. (_	<u>559)661-5495</u>				
701 East 5th Street	Madera,	California	93637			
Address	City	State	ZIP			
Telephone & Fax <u>(559) 661-5495 (559) 675-3629</u>	Email <u>eruiz(</u>	@cityofmadera.gov				
Elizabeth Ruiz	Administra	Administrative Assistant				
Contact Person Name (Print)	Title	Title				
* * * * * * * * * * * * * * * * * * * *	* * * * * * * * * * * *	* *				
Name: Frank Bergon Senior Center	Phone No. (559)673-4293				
238 South D Street	Madera,	California	93638			
Address	City	State	ZIP			
Telephone & Fax (559) 673-4293 (559) 673-7848	Email cfolk@	cityofmadera.gov				
Corinne Long-Folk	Senior Program Coordinator					
Contact Person Name (Print)	Title					
Name: Pan American Community Center	Phone No. (559)675-2095				
703 Sherwood Way	Madera,	California	93638			
Address	City	State	ZIP			
Telephone & Fax (559) 675-2095 (559) 673-0568	Email <u>cfolk(</u>	@cityofmadera.gov				
Corinne Long-Folk	Senior Program Coordinator					
Contact Person Name (Print)	Title	* *				
Name: City of Madera, Public Works	Phone No. (559)675-2095				
1030 South Gateway Drive	Madera,	California	93637			
Address	City	State	ZIP			
Telephone & Fax (559) 661-5466	Emailmchurch@cityofmadera.gov					
Mary Church	Administra	tive Analyst				
Contact Person Name (Print)	Title					



(This is a Training Program for SCSEP Participants)

64 - HOST AGENCY ORIENTATION See Sections 11, 13, & 28 of the SOP

Host Agency Name: City of Madera

List host agency staff attending this SCSEP Orientation: (Include in these orientations any HA employee who will oversee participants)

1.	l4										
2	5										
3.	6										
Or	Orientation conducted by: Name Title										
	Name Title										
	Instructions: Conduct the orientation along the following guidelines. Place a check mark next to the topic as it is discussed.										
1.	SER SCSEP Handbook (HB) Number of copies of the handbook provided										
2.	SCSEP Orientation Explain the agreement and goals and mission of SCSEP										
3.	Participant Training Plan Discuss the development of the training plan										
4.	Assignments/Rotations/Community Service Assignment (CSA) Discuss length of assignments, and CSA purpose										
5.	In-Kind Contributions Discuss importance of federal funds in relation to in-kind and its purpose										
6.	Evaluation of Participants Discuss how feedback is used to benefit the participant										
7.	Participant Meetings Discuss frequency, length and purpose										
8.	Safety and Accident Reporting Explain SER injury reporting and the importance of <u>immediate</u> reporting										
9.	Payroll and Timesheets Explain the periods, procedures for completing the <i>Time and Attendance Report</i> , & schedule										
10.	10. Host Agency Meetings Discuss the importance of the HA attending										
SE	SER SCSEP Staff Conducting Orientation Signature Date Signed										

Host Agency Representative Name (Print)

Host Agency Representative Signature

Date Signed

Original: Host Agency File

Effective 07/01/2017



(This is a Training Program for SCSEP Participants)

65 - HOST AGENCY SAFETY INSPECTION CHECKLIST

See Sections 11, 13, & 27 of the SOP

Host Agency: City of Madera

Location: _____

Date of last safety inspection by SER SCSEP:							
	YES	NO	N/A	Follow-up			
Outside the Facility				1.			
1. Grounds Clean and Free of Debris							
2. Free of Tripping Hazards (uneven walkway, pot holes, etc.)							
3. Walkways Safe and Well Lit							
4. Stairs/Steps Marked With Bright Paint							
5. Construction, Ditches, Manholes Covered or Marked Properly							
6. External Doors/Windows in Good Condition							
7. Rock Salt/Shovel Available for Clearing Ice/Snow							
Inside the Facility							
8. Internal Doors in Good Condition							
9. Windows/Window Coverings in Good Condition							
10. All Lights Working Properly							
11. Each Emergency Exit Marked Properly, Illuminated, and Unobstructed							
12. Floors Clean and Free of Tripping Hazards (Cords, Rugs)							
13. Yellow Lines on Steps Marked Properly							
14. Heating and/or Air Conditioning Working Properly							
15. Exhaust Fans, Dust Collectors Working Properly							
16. Ceiling in Good Condition (Any Signs of Water Damage)							
17. All Electrical Boxes/Cabinets Covered							
18. Flammable Liquids Stored Properly and Secured							
19. Fire Extinguishers are visible and accessible							
20. Fire Drills/Evacuation Procedures in Place							
21. Training Area Clear and with Easy Access to Exits							
22. First Aid Kit easily accessible							

Name of staff conducting inspection (Print)

Signature of staff conducting inspection

Date of Inspection:

Copy provided to agency?
Yes
No

Original: Host Agency File

(This is a Training Program for SCSEP Participants)

9 - Participant Training: Time and Attendance Report -- CSA

PARTICIPANT NA	AME:							PAY ID) (See	Pay Stub):
PAY PERIOD:#		From:		To:						Instructions:
FIRST WEEK Day	Date	Time In	Time Out	Time In	Time Out	CSA Hours		Sick Leave	CF	
THURSDAY										Select Office Name
FRIDAY							1			Fax: 1-
SATURDAY							1			Email
SUNDAY										1. Minutes must be in increments of 15 (i.e. 00-15
MONDAY							ONLY			1. Minutes must be in increments of 15 (i.e. 00-15 mins = .25; 16-30 mins = .50, 31-45 mins = .75,
TUESDAY										\vec{r}_{c} over 45 mins = 1.0).
WEDNESDAY							USE			2. Maximum training hours per day is eight (8);
			·	WEE	K 1 TOTAL		<u> </u>			and minimum is three (3).
SECOND WEEK Day	Date	Time In	Time Out	Time In	Time Out	CSA Hours	OFFIG	Sick Leave	CR Hot	T 3. BREAKS: Training periods exceeding 5 hours, Jrs G entitles the participant to an unpaid meal break of 30
THURSDAY							AL			minutes in which they are relieved of all duties.
FRIDAY							LOCAI			4. <i>California Only:</i> Sick Leave is mandatory per
SATURDAY							R			2 California's state law. Attach the Notice of Sick
SUNDAY							SER			<i>⊑ <u>Leave</u></i> (#29a) form for days sick leave is used.
MONDAY										HA SUPERVISOR HOURS: The hours the
TUESDAY										supervisor spends providing guidance and
WEDNESDAY										supervision to the participant. This applies only
				WEE	K 2 TOTAL					to supervisors paid with Non-Federal funds. Insert the number of supervisor hours in the box.
			G	RAND TOT	AL HOURS	0	1			[Not to exceed 20].
CALIFORNIA O										
give my conser										
unpaid meal bre										HA Name & Location (City & State)
will be complete					SEP Staff's	Drintod N		20	-	
workday	_(Рапісіра	ant s initiais)	30	SEF Stalls	Finted N	an			
l, the participan	<u>t</u> & <u>HA sup</u>	<u>ervisor</u> , he	reby certify							HA Supervisor's Printed Name
the hours report	ed are true,	correct and	d complete							
to the best	of my know	ledge and	belief.	SCSEP St	aff's Signat	ure	-	Date S	Signe	3
										HA Supervisor's Signature Date Signed
SCSED Dertisiner	t Cignoturo		Doto Sia	nod						

SCSEP Participant Signature

Ŷ

Date Signed

Effective 07/01/2018 [CA CO only]



(This is a Training Program for SCSEP Participants)

9 - PARTICIPANT TRAINING: TIME AND ATTENDANCE REPORT – CSA

PARTICIPANT NAME:				
PAY PERIOD #: (55%)	From:	To:		
First Week Day	Date	CSA Hours	CRT Hours	
THURSDAY			1	
FRIDAY				
SATURDAY				
SUNDAY			≻_	
MONDAY			Z	
TUESDAY			0	
WEDNESDAY			ш S	
	WEEK 1 TOTAL	0	2	CRT Hours
Second Week Day	Date	CSA Hours	FICE	
THURSDAY			LL O	
FRIDAY			U L	
SATURDAY			C A	
SUNDAY			Ō	
MONDAY			ر به	
TUESDAY			С Ш	
WEDNESDAY			S	
	WEEK 2 TOTAL	0		
GR	AND TOTAL HOURS	0		

PAY ID (See Pay Stub):

Instructions:

Submit timesheet by noon Thursday after the pay period ends:

Select Office Name

Fax:

SER

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CAL

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ΓY

Email:

- 1. Minutes must be in increments of 15 (i.e. 00-15 mins = .25; 16-30 mins = .50, 31-45 mins = .75, > 45 mins = 1.0).
- 2. Maximum training hours per day is eight (8); and minimum is three (3).
- 3. **BREAKS:** The **TOTAL HOURS** per training day is inclusive of all mandatory compensated or uncompensated <u>meal and/or rest break</u> per appropriate state law.

HA SUPERVISOR HOURS: The hours the supervisor spends providing guidance and supervision to the participant. This applies only to supervisors paid with Non-Federal funds. Insert the number of supervisor hours in the box: [Not to exceed 20].

HA Name & Location (City & State)

SCSEP Staff's Printed Name

HA Supervisor's Printed Name

SCSEP Participant Signature

Date Signed

I, the participant & HA supervisor, hereby certify the

hours reported are true, correct and complete to the best of my knowledge and belief.

SCSEP Authorized Signature Date Signed

HA Supervisor's Signature

Date Signed