

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5 v

Council Meeting Date: April 15, 2025

ITEM TITLE: RESOLUTION
 INTRODUCED BY: Mayor Andrew "FoFo" Gilich
 CONTACT PERSON: E. Michael Leonard, CAO *ew*

SUMMARY EXPLANATION:

Resolution authorizing entry into agreements with South Mississippi Planning and Development District ("SMPDD") for the provision of financial assistance and job training skills to older adults

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: SCSEP Host Agency Agreement PY2024
 Exhibit B: Host Agency Agreement for Community Service Assignment

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Lawrence	___	___	___	___	Tisdale	___	___	___	___
	Gines	___	___	___	___	Glavan	___	___	___	___
	Newman	___	___	___	___	Shoemaker	___	___	___	___
	McGilvary	___	___	___	___					

ACTION TAKEN:

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO AGREEMENTS WITH SOUTH MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT ("SMPDD") FOR THE PROVISION OF FINANCIAL ASSISTANCE AND JOB TRAINING SKILLS TO OLDER ADULTS

WHEREAS, Senior Service America, Inc. ("SSAI") is a non-profit agency which operates the Senior Community Service Employment Program ("SCSEP"), predominantly through a subgrantee network of local partner organizations, to provide financial assistance and job training to older adults;

WHEREAS, South Mississippi Planning and Development District ("SMPDD") serves as a Sponsor Agency for SCSEP;

WHEREAS, through SCSEP older adults gain job skills by working up to twenty (20) hour per week at Host Agencies and are compensated for such work by the Sponsor Agency, which also provides Workers' Compensation coverage for the participants;

WHEREAS, SMPDD has contacted the City of Biloxi (the "City") and requested that it participate in SCSEP as a Host Agency;

WHEREAS, participating in SCSEP will benefit the City while providing income and training to older adults;

WHEREAS, under the terms and conditions outlined in the SCSEP Host Agency Agreement PY2024, attached hereto as Exhibit "A," and the Host Agency Agreement for Community Service Assignment, attached hereto as Exhibit "B," there will be no costs to the City for its participation as a Host Agency; and

WHEREAS, it is the recommendation of E. Michael Leonard, Chief Administrative Officer, that the City participate in SCSEP as a Host Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, AS FOLLOWS:

SECTION ONE: The findings, conclusions and statement of fact contained in the preamble of this resolution are hereby ratified, approved and adopted.

SECTION TWO: The Mayor, on behalf of the City of Biloxi, is hereby authorized to execute the SCSEP Host Agency Agreement PY2024, attached hereto as Exhibit "A," and the Host Agency Agreement for Community Service Assignment, attached hereto as Exhibit "B."

SECTION THREE: This resolution shall take effect upon adoption.



SCSEP Host Agency Agreement PY2024

To comply with the requirements of the Center for Workforce Inclusion (CWI) Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by

City of Biloxi, Mississippi

hereinafter referred to as the Host Agency, and

Southern Mississippi Planning & Development District

hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each job seeker, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each job seeker as a regular member of the Host Agency staff.

Regarding COVID guidelines, the Host Agency agrees to inform the Sponsor Agency of its policies regarding wearing masks, vaccines, and social distancing, including any and all amendments to these policies. Additionally, the Host Agency recognizes that the Sponsor Agency will be following applicable federal, state, and/or local COVID guidelines and will respect changes to SCSEP status that the Sponsor Agency may make in response to COVID.

The Host Agency is to immediately notify the Sponsor Agency if any job seeker has been exposed to the COVID virus, when applicable.

The Host Agency agrees to consider each job seeker for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the job seeker. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the job seeker's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each job seeker will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned job seekers, the Host Agency agrees to document any inappropriate work behaviors of job seekers that may lead to progressive discipline or other incidents and call and discuss with the Sponsor Agency.

The Host Agency may allow an alternative or temporary Community Service Assignment to include remote or telework. Such arrangements still require the Host Agency to provide adequate supervision and equipment. Provision of the remote or telework assignment

must be documented in the Community Service Assignment Description for Remote Work. The Host Agency must notify the Project Sponsor before initiating this type of assignment and agrees to requirements outlined in the Sponsor Agency's "SCSEP Remote Work Policy," and "Remote Work

Approval Instructions." These documents will be provided by the Sponsor Agency upon request.

The Host Agency also agrees to notify the Sponsor Agency of any unscheduled leave time of the job seekers, particularly absences of three days or longer.

The Host Agency understands that the length of time that a job seeker may remain in the same assignment will be determined in their Individual Employment Plan (IEP). The Host Agency understands that the Sponsor Agency may reassign any job seeker when that reassignment will increase the job seeker's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the job seeker.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for job seekers serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each job seeker and to provide properly prepared time sheets (the supervisor will confirm that the job seeker worked the hours claimed on their time sheet and will assure that both they and the job seeker sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each job seeker will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any job seeker are to be like "in demand" or "growth industries" private sector jobs, such as health care, child daycare, education, or green jobs. However, these assignments will not result in the displacement of currently employed workers, nor in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the job seeker for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a job seeker on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that job seekers currently assigned to the Host Agency are not permitted to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors' meeting. Host Agency supervisors' meetings will be held at least annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Surveys if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any job seeker.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c)(3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c)(3) agency, a copy of that certification is attached. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a job seeker to the Host Agency for engaging in productive community service training.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits and Workers' Compensation coverage to each job seeker. The Host Agency does not pay wages or provide fringe benefits or Workers' Compensation insurance to job seekers.

Indemnification. The Host Agency agrees to indemnify, defend and hold harmless the Sponsor Agency, its representatives, directors, officers, agents, invitees, job seekers and employees, and its Affiliates and their respective directors, officers, employers, job seekers and agents from and against any Claim for costs, fees, penalties, expenses, third-party damages, attorneys' fees and all other liabilities to any third party whatsoever ("Losses"), that result or arise from any allegation of bodily injury, death, or damage to real and/or tangible personal property, incurred during the activities and projects that arise from this Agreement, to the extent proximately caused by the negligence, gross negligence or intentional misconduct of the indemnifying party (i.e., Host Agency), its employees, partners, agents, invitees, job seekers and contractors, to the extent allowed by Mississippi Law.

"Claim" means any and all third-party claims, suits, and proceedings. "Loss" means any and all losses, damages, costs, expenses, liabilities, obligations, judgments and claims of any kind (including reasonable attorneys' fees and all expenses and costs of investigation and litigation), to the extent allowed by Mississippi Law.

This indemnification provision shall survive the term of this Agreement, or any cancellation or abandonment of the terms and conditions contemplated herein.

Force Majeure. Under no circumstance will the Sponsor Agency be liable for any loss or damage caused by nonperformance due to circumstances beyond the Sponsor Agency's control, such as a pandemic, disease, natural disasters, war, acts of terrorism, civil unrest, and strikes, to the extent allowed by Mississippi Law.

This agreement is effective from July 1, 2024, through June 30, 2025, subject to modification pending the results of the U.S. Department of Labor (USDOL) FOA-ETA-24-11 SCSEP National Grantee Competition. In the event USDOL awards SCSEP services to a new provider, this agreement will terminate early, and the Host Agency and job seekers will be able to continue with the new provider.

In the event of any transition, currently scheduled to take place November 1st, 2024, but subject to change, Host Agencies and job seekers will receive adequate notice and assistance with the transition.

This Agreement may not be amended except upon written agreement between the parties.

Definition of Host Agency Status

(Check one)

This host agency is a government agency. FEIN 64-6000153 (Required by USDOL)

This host agency is certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL)

501(c)3 documentation is attached.

Signed — Host Agency

Host Agency: City of Biloxi, Mississippi

Representative's Name: Mr. Andrew M. Gilich

Representative's Signature: _____

Host Agency Title: Mayor

Host Agency Supervisor: Rachel Quave

Address: 140 Lameuse St., Biloxi, MS 39530/P. O. Box 429, Biloxi, MS 39533

Phone: (228) 435-6254 Fax: _____

Email: r.quave@biloxi.ms.us Date: _____

Signed — SCSEP Sponsor Agency

SCSEP Sponsor: Southern Mississippi Planning & Development District

Representative's Name: Janice Hale

Representative's Signature: Janice Hale

Title: SCSEP Project Director and Department Head

Address: 10441 Corporate Drive, Suite 1, Gulfport, MS 39503

Phone: (228) 314-1433 Fax: (228) 868-2550

Email: jhale@smpdd.com Date: 03.24.2025



Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee and designate timesheet signers.

Provide the materials and equipment necessary for enrollees to perform job duties. **However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.**

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the SCSEP Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director by noon of each turn-in date.

Assure that enrollees do not work more than the 20 hours per week, authorized by the Senior Community Service Employment Program (SCSEP).

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR

DEPARTMENT OF EMPLOYMENT SECURITY
WILLIAM J. ASHLEY, PH.D.
EXECUTIVE DIRECTOR

Senior Community Service Employment Program
Host Agency Agreement for Community Service Assignment

1. Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by the Area Agency on Aging, hereinafter referred to as the Sponsor, and

Name of Governmental or Non-Profit Agency

City of Biloxi, Mississippi

Type of Business or Agency

Government

Federal ID No. or Owner's Social Security No.

64-6000153

hereinafter referred to as the Host Agency, to provide useful community service work activities for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

2. Specifications

The Host Agency agrees to the following training specifications:

Primary Position, Duties, and Site (*Attach List*)

Administrative, Clerical, Program, and Reception Assistant

Specific Equipment to Be Used

Any necessary equipment

Physical Requirements and/or Special Occupational Requirements

SCSEP Participants are allowed to stand and sit according to physical needs; SCSEP Participants are not allowed to open and close doors to the public; SCSEP Participants are not allowed to perform any type of manual labor or lift over 10 lbs.

Name and Title of Supervisor(s)

The Host Agency further agrees:

- To ensure that each participant's assignment does not: fill an established vacancy; displace any currently employed part-time, full-time, or laid-off worker or position (including partial displacement such as a reduction in non-overtime work, wages or benefits); or replace persons who have been laid off or terminated by the Host Agency or when the Host Agency has otherwise reduced its workforce; impair existing contracts; or infringe on the promotional opportunities of current employees.
- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goal, and to treat each participant as a valued worker in the Host Agency.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and
- To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.

The Sponsor agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

3. Additional Declarations

- A. This Agreement is subject to Title VI of the Civil Rights Act of 1964 and the regulations issued thereunder, and any service, financial aid, or other benefits provided under this agreement shall be provided without discrimination because of age, race, color, creed, sex, handicap, or national origin.
- B. The participants are not employees of the Host agency or the Sponsor, but are participants in the SCSEP and are compensated at a training wage for the work done.
- C. This agreement may be amended by mutual agreement.
- D. This agreement may be terminated by either party by giving written notice to the other party not less than five days before the intended termination date.
- E. The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.
- F. This Agreement is to be renewed annually.

This agreement is in effect from July 1, 2024 to June 30, 2025.

4. Signatures

Host Agency Authorized Representative's Name (Print or Type)		Sponsor Agency Authorized Representative's Name (Print or Type)	
Mr. Andrew M. Gilich		Janice Hale, SCSEP Program Manager and Dept. Head	
Authorized Representative's Signature	Date	Authorized Representative's Signature	Date
		<i>Janice Hale</i>	03.24.2025
Host Agency's Name		Authorized Sponsor's Name	
City of Biloxi, Mississippi		Southern Mississippi Planning & Development District	
Host Agency Address (Number & Street)		Sponsor Agency Local Office Address (Number & Street)	
		10441 Corporate Drive, Suite #1	
City, State, ZIP Code		City, State, ZIP Code	
		Gulfport, MS 39403	
Phone Number (include area code)		Phone Number (include area code)	
(228) 435-6254		(228) 868-2311 — Direct Line: (228) 314-1433	

5. Definition of Host Agency Status:

- ✓ Public/Governmental Agency
- or
- Certified Non-Profit Organization under Section 501(c)(3) of the Internal Revenue Code
 - 501(c)(3) documentation attached
 - 501(c)(3) documentation on file at Sponsor Agency's office



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Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee and designate timesheet signers.

Provide the materials and equipment necessary for enrollees to perform job duties. **However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.**

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the SCSEP Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director by noon of each turn-in date.

Assure that enrollees do not work more than the 29 hours per week, authorized by the Senior Community Service Employment Program (SCSEP).

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.