

RESOLUTION NO. _____

A RESOLUTION APPROVING A SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM HOST AGENCY AGREEMENT WITH THE FIRST TENNESSEE HUMAN RESOURCE AGENCY FOR BAYS MOUNTAIN PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Senior Community Service Employment Program (SCSEP) would like to enter into a Host Agency Agreement between the First Tennessee Human Resources Agency (FTHRA) and the city, for its Bays Mountain Park; and

WHEREAS, The SCSEP operates under Title V of the Older Americans Act and provides opportunities for work-based job training for low-income, unemployed seniors, and the participants work an average of 20 hours a week; and

WHEREAS, the city, through its Bays Mountain Park, will serve as a host agency and the program participants will be assigned by FTHRA and the wages, fringe benefits, and workers compensation coverage are provided by FTHRA which receives grant funding through the U.S. Department of Labor; and

WHEREAS, the program participants play vital roles for the park such as staffing the nature center, farmstead museum, and gate house, and the program encourages the host agency to hire individuals who participate in the program which city has done previously; and

WHEREAS, there is no cost to the city either in terms of matching funds, pay, or benefits to the participants in the program.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Service Employment Program Host Agency Agreement between First Tennessee Human Resources Agency and the city, through Bays Mountain Park, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Service Employment Program Host Agency Agreement between First Tennessee Human Resources Agency and the city, through Bays Mountain Park, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

**SCSEP Multi-Year Host Agency Agreement
July 1, 2025 - June 30, 2028**

To comply with the requirements of the CWI Works, Inc. (CWI) Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by City of Kingsport- Bays Mountain hereinafter referred to as the Host Agency, and FTHRA, 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, while also helping the job seeker understand that they are a trainee in a program designed to help them get a job.

The Host Agency understands that SCSEP is a training program, and that the purpose of SCSEP is to train job seekers so that they can secure regular unsubsidized employment off the program. To that end, the Host Agency recognizes that each SCSEP job seeker has a Career Pathway within which they are training and pursuing employment. These Career Pathways are selected through collaboration between the job seeker and the Host Agency. The Sponsor Agency places job seekers at Host Agencies based on alignment of each job seeker's Career Pathway goal with the Career Pathway training opportunities offered at the Host Agency.

This Host Agency offers training to its assigned SCSEP job seeker(s) in the following Career Pathway(s) listed below (check all that apply):

- ☐ **Office Administration** (clerical, data entry, bookkeeping, grant writing, etc.)
- ☐ **Health & Social Services** (teaching, case management, child care, home health, etc.)
- ☐ **Facility Management** (warehousing, maintenance, janitorial, inventory, etc.)
- ☐ **Customer Service** (retail, front desk, sales, delivery, events, outreach, etc.)
- ☐ **Food Service** (food preparation, cooking, food service, nutrition, farming, etc.)

A detailed Career Pathways training plan, which includes skills to be attained and timelines for achieving the goal, will be incorporated with 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. The Host Agency also agrees to consider SCSEP job seekers for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created at the Host Agency.

As the onsite day-to-day Supervisor(s) 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, so the Sponsor Agency can provide coaching, progressive discipline, and/or supportive services before a decision is made to remove the job seeker from the Host Agency.

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

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

Also, while this agreement is in effect, the Host Agency understands and agrees that job seekers currently assigned to the Host Agency are not permitted to volunteer at the Host Agency in any capacity, nor can the Host Agency provide any form of payment to the job seeker.

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 assignments will not result in the displacement of any currently employed workers, or 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 to send a representative to a Host Agency Supervisors' meeting. Host Agency Supervisors' meetings will be held at least annually to acquaint all appropriate staff with the SCSEP goals and objectives.

The Host Agency also agrees to participate in the annual U.S. Department of Labor (DOL) Customer Satisfaction Surveys process, if requested.

In-kind contributions are from non-federal sources, are voluntary, and have not been claimed on any other federal program. The Host Agency agrees to provide documentation of its in-kind contributions, provided the Host Agency Supervisor(s) is paid from non-federal resources. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, is purely voluntary and is not a condition for the assignment of any job seeker. Since the most common form of in-kind contribution is the time the Host Agency Supervisor spends supervising the job seeker, please document your in-kind contribution on page five (5).

Host Agency Eligibility

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 can locate a copy of its IRS 501(c)(3) status here: <https://www.irs.gov/charities-non-profits/exempt-organizations-business-master-file-extract-eo-bmf#states>.

The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

Sponsor Agency Responsibilities

The Sponsor Agency agrees to recruit, enroll, and assign a job seeker to the Host Agency for engaging in productive community service training aligned with each job seeker's identified Career Pathway.

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. 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.

Term

This multi-year agreement is in effect from July 1, 2025, or the date signed below, through June 30, 2028, per U.S. DOL selecting CWI to continue to be a SCSEP national grantee from the FOA-ETA-24-11 SCSEP National Grantee Competition. CWI expects to be successful in continuing SCSEP operations during the term of this agreement. However, if SCSEP funding is decreased, then this Agreement will be modified or terminated early.

It is the responsibility of the Host Agency to notify the Sponsor Agency of changes that would impact this Agreement, such as a change in organizational leadership, staffing, or a change to the organization's tax status.

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(Required by U.S. DOL).

☐ This Host Agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN(Required by U.S. DOL).

501(c) (3) documentation is attached.

Host

Agency

Supervisor

Name:

Supervisory wage rate/per hour: \$.

By sharing your hourly rate of pay, we are able to leverage the full value of your training investment to meet the non-federal match requirement of this federal grant. This information will be stored securely and will not be shared outside our program administration team.

Should you choose not to reveal your hourly rate, we will only be able to quantify your training time using the applicable minimum wage.

Usual number of Supervisory Hours spent training SCSEP job seeker(s) per week: (not to exceed 4 hours or 20% of the job seeker's work hours per week)

Supervisor's Signature: _____

Date: _____

Complete for an additional supervisor at Host Agency

Host

Agency

Supervisor

Name: _____

Supervisory wage rate/per hour: \$.

By sharing your hourly rate of pay, we are able to leverage the full value of your training investment to meet the non-federal match requirement of this federal grant. This information will be stored securely and will not be shared outside our program administration team.

Should you choose not to reveal your hourly rate, we will only be able to quantify your training time using the applicable minimum wage.

Usual number of Supervisory Hours spent training SCSEP job seeker(s) per week: (not to exceed 4 hours or 20% of the job seeker's work hours per week)

Supervisor's Signature: _____

Date: _____

If the Host Agency has more than two (2) Supervisors, please see page seven (7) of this agreement to document additional Host Agency supervisor's in-kind contributions.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of August, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY