

**Goodwill Industries  
Senior Community Service Employment Program**

**Host Agency Agreement**

Host Agency: City of Glendale

As part of the Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by the City of Glendale, Arizona, a governmental agency or a non-profit agency designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and Goodwill Industries of Central Arizona (hereinafter referred to as Goodwill). The intent of this agreement is to provide useful community service assignments for low-income mature workers, in order to increase their skills and assist transition to permanent employment.

The host agency agrees:

- To provide a safe and healthful training site, adequate orientation and training, additional training as needed, and to treat each participant as a valued partner in the host agency.
- To assist Goodwill in transitioning fully trained participants off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to training schedules, documented through properly prepared time sheets, activity reports and periodic performance evaluations: Volunteer or overtime hours are not permitted. Participants are required to attend periodic meetings during regular working hours, and the host agency recognizes that participants will be unavailable for training during these times.
- To report any and all in-kind contributions accurately, documenting supervisors' rates of pay, time spent training and providing oversight of the participant, and any other and all other records and assistance necessary to prove Goodwill's compliance with SCSEP regulations. (See Host Agency In-kind Supervision Report and Host Agency Handbook)
- Sponsorship of a participant will not result in the partial or total displacement of currently employed workers; will not reduce regular hours worked, wages, or benefits; will not be used as a replacement for a position from which a person has been laid off; will not impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be done. See Host Agency Handbook for more information on Maintenance of Effort violations.
- To assure that participants are not discriminated against based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisors or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.
- To not serve as a host agency for any other SCSEP project sponsor site while this agreement is in effect unless approved by Goodwill SCSEP Project Director.
- To inform Goodwill immediately if its Section 501(c) (3) certification changes.
- To furnish any tools, equipment, supplies and safety training, equipment or preparation required to perform the participant's training assignment.
- To comply with applicable provisions of the Americans with Disabilities Act.
- To maintain adequate insurance covering participants while acting under the host agency's supervision. This obligation includes the maintenance of comprehensive general liability insurance. Additionally, if participants have been authorized to drive as part of their assignments, the agency will insure that all documentation required is completed before participant is assigned to drive. This includes an agreement of continuous liability coverage (\$100,000/\$300,000), agency insurance information, insurance declaration

## *Host Agency Agreement*

pages, official driving record of the participant, a copy of their valid driver's license and any other information necessary to minimize the agency's liability.

- To not hold Goodwill liable for any damages incurred in the case of a driving accident involving an assigned participant.
- Assure that participants are not assigned to positions that involve political activities on behalf of either partisan or non-partisan groups.
- To adhere to policies and responsibilities as detailed in the Goodwill SCSEP Host Agency Handbook.

### Goodwill agrees:

- To recruit, enroll, and assign a participant to the host agency for the purpose of engaging in productive community service training with duties and tasks as specified in a written description of a community service training assignment.
- To be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing applicable fringe benefits, including worker's compensation, to each participant as defined in the Goodwill SCSEP Participant Handbook.

Goodwill reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interests of the participant, or will better support the goals and objectives of the program. Host agency understands that they have no inherent right to a participant and that assignment of participants to that host agency depends upon the training needs and job goals of that participant. The host agency may terminate its participation as a host agency at any time for any reason upon notification to Goodwill. This agreement may be amended by written mutual agreement.

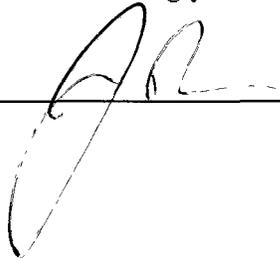
This Host Agency Agreement is in effect from July 1, 2013 to June 30, 2014.  
(Date) (Date)

### **\*\*PLEASE NOTE MAINTENANCE OF EFFORT VIOLATIONS:**

**Sponsorship of a participant will not result in the partial or total displacement of currently employed workers; will not reduce regular hours worked, wages, or benefits; will not be used as a replacement for a position from which a person has been laid off; will not impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be done. See Host Agency Handbook for more information on Maintenance of Effort violations.**

**This organization agrees not to willingly violate any maintenance of effort.**

Supervisor's Signature \_\_\_\_\_



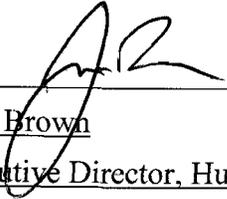
*Host Agency Agreement*

**Host Agency: City of Glendale**

Address: 5850 W. Glendale Ave, Glendale, AZ 85301

County: Maricopa

FEIN: 86-6-000247

Signature:  \_\_\_\_\_

Name: Jim Brown

Title: Executive Director, Human Resources & Risk Management

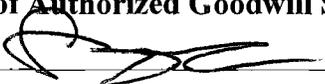
Date: 12/9/13

**(Goodwill Name)**

**Goodwill of Central Arizona**

**2626 W. Beryl Phoenix, AZ 85021**

**(Signature of Authorized Goodwill Staff)**

Signature:  \_\_\_\_\_

Name: Stacey Van Ernst

Title: Senior Services Supervisor

Date: 12/6/13

**Definition of Host Agency Status**

This host agency is a government agency.

This host agency is a certified non-profit agency under Section 501(c) (3) of the U.S. Internal Revenue Code

501(c) (3) documentation is attached.

501(c) (3) documentation is on file with Goodwill

**ATTEST:**

 \_\_\_\_\_  
City Clerk

Approved as to form

 \_\_\_\_\_  
City Attorney

**Addendum**

**1. Indemnification.**

(A) To the fullest extent permitted by law, Goodwill must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Goodwill or Goodwill's negligent actions, errors or omissions (including any program participant).

(B) Goodwill shall also indemnify the City from any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Goodwill to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Goodwill agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses.

(C) This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Goodwill shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Goodwill or of any person or entity for whom Goodwill is responsible.

(D) Goodwill is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the City's sole negligence or other fault solely attributable to the City

**2. Insurance Requirements**

Goodwill shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the program participants.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

*Coverage shall be at least as broad as*

1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
2. **Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If Goodwill maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Goodwill including materials, parts, or equipment furnished in connection with such work or operations.

***Primary Coverage***

For any claims related to this contract, Goodwill's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Goodwill's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City

***Waiver of Subrogation***

Goodwill hereby grants to City a waiver of any right to subrogation which any insurer of said Goodwill may acquire against the City by virtue of the payment of any loss under such insurance. Goodwill agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***Verification of Coverage***

Goodwill shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

**1. Immigration Law Compliance.**

- (A) Goodwill warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. §23-214(A) which requires registration and participation with the E-Verify Program.
- (B) Any breach of warranty under subsection 3.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- (C) City retains the legal right to inspect the papers of any program participant who performs work under this Agreement to ensure that Goodwill is compliant with the warranty under subsection 3.1 above.
- (D) City may conduct random inspections, and upon request of City, Goodwill shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection 3.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 9.
- (E) Goodwill's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- (F) The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.