City of Carroll

627 N. Adams Street Carroll, Iowa 51401 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MSPW

FROM: Laura A. Schaefer, Finance Director/City Clerk LAS

DATE: May 5, 2021

SUBJECT: Memorandum of Understanding with the Retired and Senior Volunteer Program

On occasion, the City has utilized volunteers from Retired and Senior Volunteer Program (RSVP) for various tasks like stuffing envelopes. Attached is a Memorandum of Understanding (MOU) between the City of Carroll and RSVP. The MOU is a statement of policies and regulations governing the placement and utilization of RSVP volunteers. The intention is to promote, clarify responsibilities and define working relationships between RSVP and the City.

The MOU would be in effect until February 1, 2023.

RECOMMENDATION: Council consideration and approval of the resolution accepting the Memorandum of Understanding with the Retired and Senior Volunteer Program.

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARROLL AND THE RETIRED AND SENIOR VOLUNTEER PROGRAM

WHEREAS, Chapter 17, of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be reduced to writing and approved by the City Council by resolution; and

WHEREAS, the City of Carroll and the Retired and Senior Volunteer Program (RSVP) agree to the Memorandum of Understanding attached hereto as Exhibit "A"; and

WHEREAS, it is determined that the approval of the attached Memorandum of Understanding is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the attached Memorandum of Understanding be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 10th day of May, 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:_____
Eric P. Jensen, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

Memorandum of Understanding
Between
RSVP 55+
514 North Court Street
Carroll Ia 51401
712-792-4212
And

Volunteer Station: City of Carroll
Address: 627 N Adams Street
City: Carroll State: IA Zip: 51401
Telephone: (712) 792-1000 Fax: (712) 792-0139 E-Mail: cityofcarroll@cityofcarroll.com

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This is a statement of policies and regulations governing the placement and utilization of RSVP Volunteers with volunteer stations. It is the intention of the Memorandum of Understanding to promote cooperation, clarify responsibilities and define working relationships between RSVP and each volunteer station. This Memorandum of Understanding (MOU) may be amended, in writing, at any time with concurrence of both parties and must be renegotiated at least every three years.

BASIC PROVISIONS OF MEMORANDUM OF UNDERSTANDING

A. Retired and Senior Volunteer Program will:

1. Recruit, interview and enroll RSVP volunteers and refer volunteers to the volunteer station.
2. Instruct RSVP volunteers in proper use of monthly reports and program procedures.
3. Provide RSVP orientation to volunteer station staff prior to placement of volunteers, at other times, as the need arises.
4. Furnish accident, personal liability, and excess automobile insurance coverage as required by program policies. Insurance is secondary coverage and is not primary insurance.
5. Periodically monitor volunteer activities at volunteer station to assess and/or discuss needs of volunteers and volunteer station.

B. Volunteer station will:

1. Request volunteers in accordance with the following four RSVP federal guidelines:
   a. Volunteers cannot displace employed workers.
   b. Volunteers cannot be used to conduct or engage in religious, sectarian, or political activity.
   c. The volunteer station will actively comply with Title VI or the Civil Rights Act of 1964. The station assures that it will not discriminate against RSVP volunteers or in the operation of its program on the basis of race; color; national origin, including individuals with limited English proficiency; gender; gender identity or expression, sex; sexual orientation; age; political affiliation; religion; or on the basis of physical or mental disability, if the participant or member is a qualified individual with a disability.
   d. The volunteer station will comply with all applicable civil rights laws and regulations including reasonable accommodation to qualified individuals with disabilities. (ADA rules and regulations)
2. Complete a job description form for volunteer activities.
3. Provide data for program outcome if necessary or requested.
4. Provide orientation, training and supervision for the RSVP volunteers.

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5. Provide for adequate safety of volunteers on assignment. Any RSVP volunteer injury or accident must be reported immediately to the RSVP office. All investigations and reports will be submitted in writing.
6. Criminal background checks and reference checks are not done by RSVP. It is the responsibility of the volunteer station to determine the need for such screening and to follow through with a criminal background and/or reference check it if they deem it necessary.
7. The volunteer station will recognize RSVP volunteers through publicity, annual reports, recognition events, and written acknowledgments.
8. Contact the RSVP office with concerns or questions that may arise concerning an RSVP volunteer or assignment.
9. Provide break time and refreshments for the volunteers, when appropriate.
10. The volunteer station may cease utilizing an RSVP volunteer at any time. The station must notify RSVP staff should you decide that a volunteer is not working out. RSVP will then discuss the redirection of the volunteer.
11. The volunteer station maintains that they are one of the following: Proprietary health care facility, public or private non-profit agency or government entities.
12. The volunteer station may not request volunteers to engage in any of the following activities:

a. Political activities: RSVP volunteers may not be involved in political activities when serving in the capacity of an RSVP volunteer. RSVP volunteers shall not involve the use of funds, the provision of services, or the employment or assignment of personnel in a matter supporting or resulting in the identification of such project with: 1. any partisan or nonpartisan political activity associated with a candidate or contending faction or group in an election. 2. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or any voter registration activity, except that voter registration applications and nonpartisan voter registration information may be made available to the public at the premises of the sponsor. But in making registration applications and nonpartisan voter registration information available, employees of the sponsor shall not express preferences or seek to influence decisions concerning any candidate, political party, election issue, or voting decision.
b. The sponsor shall not use grant funds in any activity for the purpose of influencing the passage or defeat of legislation or proposals by initiative petition, except: 1. In any case in which a legislative body, a committee of a legislative body, or a member of a legislative body requests any volunteer in, or employee of such a program to draft, review or testify regarding measures or to make representation to such legislative body, committee or member; or 2. In connection with an authorization or appropriations measure directly affecting the operation of RSVP.
c. Religious Activities: RSVP volunteers shall not give religious instruction, conduct worship service, or engage in any form of preaching as part of their duties.
d. Non-Displacement of Paid Staff: An RSVP volunteer may not perform any service or duty, or engage in any activity which would replace a paid staff person. (I.e., if the receptionist goes on vacation, a volunteer may not perform all of the duties of the receptionist, but could perform a part of that position.)
e. Non-Compensation for Services: Under no circumstances shall an RSVP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization or agency shall request or receive any compensation for services of RSVP volunteers.
f. Volunteer Status: RSVP volunteers are not employees of Carroll RSVP, The City of Carroll, Carroll County, Carroll United Way, State of Iowa, CNCS or the Federal Government.
g. RSVP volunteer stations may contribute to the financial support of RSVP. However, this support shall not be a required precondition for a potential station to obtain RSVP volunteers.

h. Laborers and mechanics employed for construction, alteration, or repair of facilities are paid prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

i. If a volunteer station agrees to provide funds to support additional volunteers or pay for other volunteer support costs, the agreement shall be stated in a written Memorandum of Understanding. The sponsor shall withdraw services if the station's inability to provide monetary or in-kind support to the project under the Memorandum of Understanding diminishes or jeopardizes the project's financial capabilities to fulfill its obligations.

j. The sponsor shall not use grant funds directly or indirectly to finance labor or anti-labor organization or related activity.

Job Description: (this portion must be filled in)
General Clerical duties like stuffing envelopes and shredding

To be completed by site manager:

Printed Name Eric Jensen
Signature
Title Mayor
Date 5/10/2021

To be completed by RSVP Staff:

Printed Name
Signature
Title
Date

This MOU begins on the date signed by site manager and will terminate on 2 / 1 / 2023 .
A new agreement will be negotiated at that time.