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Exhibit A

184955

AMERICORPS SERVICE AGREEMENT

Between

Palouse-Clearwater Environmental Institute and City of Portland, Bureau of Environmental Services

#CEC-AC-2012-05

RECITALS

- A. Palouse-Clearwater Environmental Institute ("PCEI") is a non-profit organization located in Moscow, Idaho. PCEI oversees a program named Confluence Environmental Center ("Confluence"). Confluence engages volunteers to work on community-based projects to preserve and restore the natural environment. Confluence is located in Portland, Oregon.
- B. PCEI was awarded a grant from the Corporation for National and Community Service to implement an AmeriCorps Program. Confluence runs the AmeriCorps Program by enrolling AmeriCorps Members ("Members") and placing the Members with community organizations, government agencies or school/educational districts.
- C. The Sponsor ("Sponsor") is a community organization, government agency or school/educational district that has a significant unmet community need. Confluence will address the community need by placing Members to work on a service project proposed by the Sponsor and described in Exhibit D.
- D. This AmeriCorps Service Agreement ("Agreement") addresses the obligations owed by PCEI and the Sponsor regarding Members that Confluence places with the Sponsor.

AGREEMENT

1.0. PURPOSE: PCEI and the Sponsor are entering this Agreement to provide Confluence Members to the Sponsor. The Sponsor's project shall be implemented in accordance with and subject to the terms and conditions in this Agreement.

2.0. TERM: The term of this Agreement is from September 1, 2011 to August 31, 2012 unless the Agreement is terminated in accordance with Section 5.

3.0. RESPONSIBILITIES OF CONFLUENCE: Confluence shall:

- 3.1.** Perform all duties set forth in Exhibit D.
- 3.2.** Provide Members with AmeriCorps orientation.
- 3.3.** Provide a contact person, specified in Exhibit D, to facilitate and support the Sponsor in matters relating to the project, including but not limited to coordinating and overseeing the completion of Member service obligations, general supervision, recognition and discipline of Members that are placed with the Sponsor and coordination of invoices and notices.
- 3.4.** Provide Members a living allowance and health insurance if the Member is entitled to health benefits.
- 3.5.** Provide workers' compensation coverage for Members while the Member conducts approved service activities.
- 3.6.** Provide Members with appropriate AmeriCorps identifiers, uniforms and necessary protective equipment to wear during service hours.
- 3.7.** Provide all forms the Sponsor is required to complete, including but not limited to in-kind donation forms and Member evaluation forms.
- 3.8.** Provide a directive to Members requiring them to: review job hazard analysis, observe any required dress codes, use necessary safety equipment and follow all Confluence safety procedures.
- 3.9.** Invoice the Sponsor for its financial obligations in accordance with Exhibit D.
- 3.10.** Conduct criminal history background checks on Members that may have recurring access to vulnerable populations (children, persons age 60 and older and individuals with disabilities) and refuse to contract with such

Members if the Member has plead guilty or been convicted of any felony crime involving physical neglect, injury, death or sexual abuse.

3.11. Provide supervision and direction to Members in those situations that pertain to Confluence duties in Exhibit D.

4.0. RESPONSIBILITIES OF THE SPONSOR: The Sponsor shall:

- 4.1.** Work with Members to complete the project described in Exhibit D in accordance with and subject to the terms and conditions in this Agreement.
- 4.2.** Perform all Sponsor duties set forth in Exhibit D.
- 4.3.** Provide a Sponsor representative, as specified in Exhibit D, to facilitate communications and provide technical assistance and support to the extent it is necessary to ensure successful completion of the project.
- 4.4.** Ensure that permits are obtained and regulatory requirements for project-related work are met prior to the start of work.
- 4.5.** Establish measurable objectives for the project and accurately report the extent to which these objectives were met at the end of each project.
- 4.6.** Evaluate Confluence at the conclusion of the project using online Sponsor surveys and forms provided by Confluence.
- 4.7.** Publicize to the media and to the community, to the greatest extent practical, Confluence's service within the Sponsor's organization.
- 4.8.** Maintain records detailing the value of all cash and noncash (in-kind) contributions the Sponsor provided in support of the project.
- 4.9.** Provide adequate training, office space and the necessary equipment for Members to successfully provide project services set forth in Exhibit D.
- 4.10.** Provide tools that are necessary for the project and not already available through Confluence.
- 4.11.** Recognize that whenever Members serve with students of local schools and/or with volunteers (youth or adult) on projects sponsored under this Agreement, it is in a technical assistance/mentoring capacity. Confluence is not responsible for the supervision, discipline, safety and transportation of students or adult volunteers.
- 4.12.** Support Confluence policy that requires Members to wear Confluence uniforms and identifiers.
- 4.13.** Comply with the AmeriCorps' prohibited activities policy set forth in Exhibit A.
- 4.14.** Pay Confluence invoices within 30 days of the invoice date.
- 4.15.** Recruit and track volunteers on volunteer service days (if applicable).
- 4.16.** Not employ any person that as a part of their employment may have recurring access to vulnerable populations (children, persons age 60 and older and individuals with disabilities) if the person has plead guilty or been convicted of any felony crime involving physical neglect, injury, death or sexual abuse.
- 4.17.** Provide supervision and direction to Members while Members are working on the Sponsor's projects or the Sponsor's property or service site.
- 4.18.** Complete the Funding Source Certification, attached as Exhibit B.
- 4.19.** Complete the Criminal History Check Certification, attached as Exhibit C.

5.0. TERMINATION:

5.1. Mutual Agreement. This Agreement may be terminated by PCEI and the Sponsor's mutual written agreement. Upon termination pursuant to this Section 5.1, Confluence shall be entitled to receive prorated payment for services rendered through the termination date. If Confluence has received full payment for the contract term prior to the termination date, Confluence shall retain an amount equal to its prorated share through the termination date and Confluence shall reimburse the Sponsor the balance of the payment for the contract term within thirty (30) days of the termination date. Prorations shall be based on the full contract term defined in Section 2 of this Agreement.

5.2. Breach. This Agreement may be terminated by either PCEI or the Sponsor if the other party violates a

provision of this Agreement and the violation is not adequately addressed within fifteen (15) days after the violating party receives notice of the violation. If PCEI terminates this Agreement pursuant to this Section 5.2, the Sponsor shall pay Confluence the entire balance of any outstanding fees that are owed pursuant to Exhibit D. The outstanding balance shall be paid within thirty (30) days of the date PCEI notifies the Sponsor that the Agreement has been terminated.

5.3. Immediate Termination. PCEI may immediately terminate this Agreement if the Sponsor employs any person who will be working on the project as described in Exhibit D and who may have recurring access to vulnerable populations (children, persons age 60 and older and individuals with disabilities) if any such person has plead guilty or been convicted of any felony crime involving physical neglect, injury, death or sexual abuse.

6.0. ASSIGNMENT: Neither PCEI nor the Sponsor may assign this Agreement, or any interest herein, without the prior written consent of the other party.

7.0. INDEPENDENT CONTRACTOR STATUS: Both PCEI and the Sponsor understand and agree that this Agreement is not intended and shall not be construed as creating an employment relationship between PCEI and the Sponsor, their respective officers, employees or agents. At all times under this Agreement, PCEI and Sponsor are acting and performing as independent contractors.

8.0. INDEMNIFICATION:

8.1. PCEI. To the extent authorized by Oregon law, PCEI agrees to defend, indemnify and hold harmless the Sponsor and its officers, employees and agents from and against claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including attorney's fees, that may arise as a result of PCEI's negligent performance under this Agreement.

8.2. Sponsor. To the extent authorized by Oregon law, the Sponsor agrees to defend, indemnify and hold harmless PCEI and its officers, employees and agents from and against claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including attorney's fees, that may arise as a result of the Sponsor's negligent performance under this Agreement.

9.0. INSURANCE:

9.1. PCEI . Confluence will carry workers' compensation insurance for Members to cover claims or compensation that is owed for injuries that Members may incur while Members are providing the services described in Exhibit D. If the Sponsor directs the Members to provide services beyond those that are identified in Exhibit D or to provide services in a manner that violates the law or conflicts with any of the requirements in this Agreement, the Sponsor shall be responsible for any injuries or claims Members incur.

9.2. Sponsor. Unless waived in writing by an authorized PCEI representative, the Sponsor will carry general liability insurance, and automobile insurance if Members are using Sponsor vehicles, that cover the Members while Members are providing project services that are identified in Exhibit D. The Sponsor shall provide Confluence with evidence, in a form that is approved by PCEI, that the Sponsor has the insurance required under this Section 9.2.

10.0. WAIVER: Absent a written agreement signed by both PCEI and the Sponsor acknowledging a waiver of any provision in this Agreement, failure by either party at any time to require performance of any provision in this Agreement by the other party shall in no way affect the parties' rights to enforce the provisions in this Agreement, nor shall any waiver by a party of the breach of this Agreement be held to be a waiver of any succeeding breach or a waiver of this clause.

11.0. SEVERABILITY: If any terms in this Agreement or application thereof to any person or circumstance is held invalid, then such invalidity shall not affect other terms or applications of the Agreement which can be given effect without the invalid term or application, and to this end, the terms of this Agreement are declared severable.

12.0. MEDIATION: If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, PCEI and the Sponsor agree first to try in good faith to settle the dispute by mediation.

13.0. COMPLIANCE WITH APPLICABLE LAW: PCEI and the Sponsor agree to comply with all federal, state and local laws, including but not limited to statutes, rules and regulations which prohibit discrimination on the basis of race, color, creed, religion, national origin, age, gender, sexual orientation, marital status or the presence of any sensory, mental or physical disability, or which prohibit the release of confidential student information (the Family Educational Rights and Privacy Act) or which require child abuse reporting.

14.0. NOTICE: All notices required under this Agreement shall be deemed to have been properly provided upon deposit of the notice in the United States mail, postage prepaid, addressed to the parties as follows:

PCEI:

Sponsor:

PCEI
PO Box 8596
Moscow, Idaho 83843

City of Portland, Bureau of Environmental Services
1120 SW 5th Ave., Suite 1000
Portland, OR 97204

15.0. WHOLE AGREEMENT: PCEI and the Sponsor agree that this Agreement constitutes the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by the parties.

16.0. AUTHORITY: The individuals executing this Agreement represent that they have the legal authority under applicable laws or actions by their respective Boards of Directors to execute this Agreement and bind their respective organization.

IN WITNESS WHEREOF, PCEI and the Sponsor have executed this Agreement on the date and year indicated below. By signing, the Sponsor certifies that the project described in Exhibit D is unfunded or underfunded to the extent that the Sponsor requires assistance from Members to complete the project and that Members are not displacing existing or potential workers to complete the project.

PCEI

Sponsor Name

Date

Date

Tom Lamar, PCEI Executive Director

Signature

Printed Name and Title

Please sign, date and return this Agreement to:

PCEI
PO Box 8596
Moscow, Idaho 83843

A countersigned copy will be returned to you.

APPROVED AS TO FORM

India Menges
CITY ATTORNEY

AMERICORPS SERVICE AGREEMENT
Exhibit A - Prohibited Activities

Federal law and the Corporation for National and Community Service ("Corporation") policy prohibit AmeriCorps Programs and Members from engaging in certain activities while using Corporation funds or on Corporation time. Members are not prohibited from engaging in any of these activities in their personal capacities and on their own time. If there is any question about whether a certain activity is permissible, please contact Confluence. Examples of prohibited activities include, but are not limited to:

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts or strikes;
- c. Assisting, promoting or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation or elected officials;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to--
 - i. a business organized for profit;;
 - ii. a labor union;
 - iii. a partisan political organization;
 - iv. a non-profit organization that fails to comply with the restrictions contained in Section 501c(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent Members from engaging in advocacy activities undertaken on their own initiative; and
 - v. an organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support the religious activities;
- i. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such activities as the Corporation may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

AMERICORPS SERVICE AGREEMENT
Exhibit B -- Funding Source Certification
(To be completed and signed by the Sponsor)

1. Are the matching cash funds for this project coming from a federal source?

____ (Yes, go to 2) ____ (No)

2. If yes, can you certify that the federal funds may be used to match funds for other federal grants*?

____ (Yes) ____ (No)

*To make this determination, check with your federal funding source or refer to the federal guidance for your federal funding source.

Sponsor Name: _____

Date: _____

Signature: _____

Printed Name and Title: _____

APPROVED AS TO FORM

Paula Mung
CITY ATTORNEY

AMERICORPS SERVICE AGREEMENT
Exhibit D – Scope of Service Project

1. **Project Title:** Community Urban Forest Coordinator
2. **Sponsor Name:** City of Portland, Bureau of Environmental Services
3. **Service Site Location(s):** 1120 SW 5th Ave., Suite 1000, Portland, OR 97204
4. **Contact Names:**

Confluence Contact Representative

Lara Jones
Program Director
503-754-2888
ljones@confluencecenter.org

Sponsor Representative

Jennifer Karps
Grey to Green Canopy Coordinator
503-823-2263
Jennifer.Karps@portlandoregon.gov

Site Supervisor

Jennifer Karps
Grey to Green Canopy Coordinator
503-823-2263
Jennifer.Karps@portlandoregon.gov

5. **Service Activity Schedule:**

The Member will begin their term of service with a four day Confluence Member orientation beginning on September 7, 2011. This sponsor will orient the Member to the site on September 14, 2011. The Member will begin service at their Sponsor on September 15, 2011. Member will serve 32-40 hours/week through July 27, 2012. The Sponsor will receive a calendar of Confluence events and holidays, which will include dates the member will not be available at their service site.

6. **Project Description:**

The member will develop urban forest and sustainable stormwater capacity in low-canopy, low-income parts of the city. The Member will develop and implement an outreach strategy and act as liaison between city and interested parties.

7. **Project Resources and Training Provided by Sponsor:**

The Sponsor will provide all training and equipment necessary to successfully complete the project. The Sponsor will serve as the direct supervisor for the Member and will meet with the Member regularly to review and set project goals.

8. **Project Resources and Training Provided by Confluence:**

Confluence will provide Member living allowance and health insurance, if eligible. Confluence will provide an orientation for the Member that will include an overview of AmeriCorps, Confluence rules and regulations, AmeriCorps Prohibited Activities, as well as trainings that will prepare the Member for their term of service. Confluence will provide the Member with periodic skills trainings to be determined throughout the year.

9. **Evaluation method:**

The Sponsor will develop tracking and reporting systems to measure outcomes of the project in accordance with the AmeriCorps Performance Measures. Confluence will provide technical assistance as needed.

10. **Project Costs:**

Project costs, which include all Confluence operating costs, are paid with AmeriCorps funds provided by Confluence and funds provided by the Sponsor.

a. Sponsor Cash Match Amount: \$13,000

b. Sponsor In-Kind Amount: \$ 200

In-kind donations are an integral part of Confluence. All in-kind donations must be accurately documented and submitted on the in-kind reporting form provided by Confluence.

11. Schedule of Payment:

Confluence will invoice the Sponsor as indicated below. Sponsor will pay invoice within 30 days of the invoice date. Sponsor will make checks to PCEI.

a. Invoice Amount: \$13,000

b. Invoice Date: August 15, 2011

12. Authorizing Signatures:

Confluence Environmental Center

8/12/2011
Date


Lara Jones, Program Director


Sponsor Name

Date

Signature

Printed Name and Title

APPROVED AS TO FORM


CITY ATTORNEY


ADDENDUM TO AMERICORPS SERVICE AGREEMENT

Between

Palouse-Clearwater Environmental Institute and
City of Portland, Bureau of Environmental Services
#CEC-AC-2012-05

PCEI acknowledges that Sponsor is self insured and does not carry commercial general or auto liability insurance. PCEI accepts Sponsor's certificate of self insurance as sufficient to meet the requirements contained in Section 9.2 of the agreement.

PCEI

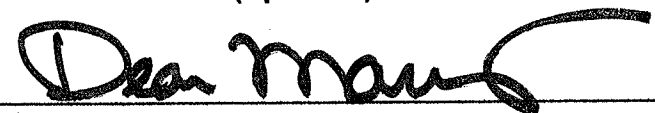

Signature

9/20/11
Date

Lara Jones
Name

Director
Title

CITY OF PORTLAND (Sponsor)


Signature

10/10/11
Date

Dean Marriott
Name

Director, Bureau of Environmental Services
Title

APPROVED AS TO FORM


CITY ATTORNEY