



CONFLUENCE AMERICORPS PROGRAM SERVICE AGREEMENT

Between

**Confluence Environmental Center and City of Portland, Environmental Services
#CEC-AC-2019-04**

RECITALS

- A. Confluence Environmental Center (CEC) is a non-profit organization located in Portland, Oregon. CEC oversees a program named the Confluence AmeriCorps Program, ("the AmeriCorps Program") in technical partnership with Palouse-Clearwater Environmental Institute (PCEI) in Moscow, ID. The AmeriCorps Program engages volunteers to serve on community-based projects to preserve and restore the natural environment in racially, ethnically and socioeconomically diverse communities in the Portland region.
- B. CEC was awarded formula funding, via Oregon Volunteers, from the Corporation for National and Community Service to implement the AmeriCorps Program. Confluence operates the AmeriCorps Program by enrolling AmeriCorps Members ("Members"), and placing the Members with community organizations, government agencies or school/educational districts.
- C. The Project Partner ("Partner") is a community organization, government agency or school/educational district that has a significant unmet community need. CEC will address the community need by placing Members to serve on a service project proposed by the Partner and described in Exhibit C.
- D. The "Supervisor" is a designated employee or representative the Project Partner who provides day-to-day supervision in the execution of the service project.
- E. This AmeriCorps Service Agreement ("Agreement") addresses the obligations owed by CEC and the Supervisor regarding Members that CEC places with the Partner.

AGREEMENT

- 1.0. PURPOSE:** CEC and the Partner are entering this Agreement to provide Confluence AmeriCorps Members to the Partner. The Partner'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 5, 2018 to July 26, 2019 unless the Agreement is terminated in accordance with Section 6.
- 3.0. RESPONSIBILITIES OF CEC:** CEC shall, through its own activities and/or through its technical partnership with PCEI:
 - 3.1.** Perform all duties set forth in Exhibit C.
 - 3.2.** Provide Members with AmeriCorps Pre-Service Orientation.
 - 3.3.** Provide a contact person, specified in Exhibit C, to facilitate and support the Partner in matters relating to the service project, including but not limited to overseeing the completion of Confluence duties, general supervision, recognition, discipline of Members that are placed with the Partner, coordination of invoices, and monthly communications.
 - 3.4.** Provide Members a living allowance and health insurance if the Member is eligible for 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 Partner 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, follow all CEC safety procedures and comply with all Partner's administrative procedures, policies, rules and regulations.

3.9. Invoice the Partner for its financial obligations in accordance with Exhibit C.

3.10. Conduct criminal history background checks on all Members. Until final results of the fingerprint background check are confirmed, Members must be accompanied by an authorized supervisor when in contact with vulnerable populations (children, persons age 60 and older, and people with disabilities). CEC shall refuse to engage 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 C.

3.12. Ensure that Member payroll taxes are paid to the extent required under the law.

4.0. RESPONSIBILITIES OF THE PARTNER: The Partner shall:

4.1. Perform all Partner duties set forth in Exhibit C.

4.2. Work with Members to complete the service project described in Exhibit C in accordance with and subject to the terms and conditions in this Agreement.

4.3. Provide a Partner representative as specified in Exhibit C 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.

4.5. Verify Member driving eligibility prior to the start of the service. Confluence does not request driving abstracts or otherwise screen for safe driving.

4.6. Provide reasonable accommodation for Members who disclose a disability.

4.7. Publicize to the media and to the community, to the greatest extent practical, CEC's partnership with the Partner's organization.

4.8. Submit documentation detailing the value of noncash (in-kind) contributions the Partner 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 C.

4.10. Provide tools that are necessary for the project and not already available through CEC.

4.11. Recognize that whenever Members serve with students of local schools and/or with volunteers (youth or adult) on projects outlined in this Agreement, it is in a technical assistance/mentoring capacity. CEC is not responsible for the supervision, discipline, safety or transportation of students or adult volunteers.

4.12. Support CEC policy that requires Members to wear AmeriCorps uniforms or identifiers.

4.13. Comply with the AmeriCorps' Prohibited Activities policy set forth in Exhibit A.

4.14. Pay CEC invoices within 30 days of the invoice date.

4.15. Support the Member in recruiting and tracking volunteers to support the project.

4.16. Refuse to allow any employee under this Agreement who may have recurring access to vulnerable populations (children, persons age 60 and older and individuals with disabilities) to work on the project described in Exhibit C if, to the Partner's actual knowledge, the person has plead guilty or been convicted of any felony crime involving physical neglect, injury, death or a sexual offense.

4.17. Provide supervision and direction to Members while Members are working on the Partner's projects or the Partner's property or service site.

4.18. Ensure the Member is aware of her/his performance throughout the term of service.

4.19. Ensure the Member activities do not generate operating revenue for the organization.

4.20. Ensure the Member does not perform services, duties or other activities that were assigned to an employee.

4.21. Establish measurable and achievable goals for the project and support the Member in accurately reporting the extent to which these goals were met.

4.22. Evaluate CEC at the conclusion of the project using online Partner surveys and forms provided by CEC.

5.0. PARTNER HANDBOOK: The Parties agree to comply with the terms and conditions set forth in the enclosed Partner Handbook.

6.0. TERMINATION:

6.1. Mutual Agreement. This Agreement may be terminated by CEC and the Partner's mutual written agreement. Upon termination pursuant to this Section 6.1, CEC shall be entitled to receive prorated portion of the grant for services rendered through the termination date. If CEC has received full payment for the agreement term prior to the termination date, CEC shall retain an amount equal to its prorated share through the termination date and CEC shall reimburse the Partner the balance of the payment for the agreement term within thirty (30) days of the termination date. Prorations shall be based on the full agreement term defined in Section 2 of this Agreement.

6.2. Breach. This Agreement may be terminated by either CEC or the Partner 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 CEC terminates this Agreement pursuant to this Section 6.2, the Partner shall pay CEC the entire balance of any outstanding fees that are owed pursuant to Exhibit C. The outstanding balance shall be paid within thirty (30) days of the date CEC notifies the Partner that the Agreement has been terminated. If Partner terminates this Agreement pursuant to this section of the Agreement, CEC shall reimburse Partner the prorated portion of the grant funds paid to CEC at the start of the term.

6.3. Immediate Termination. CEC may immediately terminate this Agreement if the Partner knowingly allows any person who will be working on the project as described in Exhibit C 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.

7.0. ASSIGNMENT: Neither CEC nor the Partner may assign this Agreement, or any interest herein, without the prior written consent of the other party.

8.0. EMPLOYMENT RELATIONSHIP: All Parties understand and agree that this Agreement is not intended and shall not be construed as creating an employment relationship between CEC and the Partner or between Members and the Partner, their respective officers, employees and agents. All parties agree that Members shall not be considered or treated as employees of the Partner.

9.0. INDEMNIFICATION:

9.1. CEC. To the extent authorized by Oregon law, CEC agrees to defend, indemnify and hold harmless the Partner 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 CEC's negligent performance under this Agreement.

9.2. Partner. Subject to the conditions and limitations of Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution Article XI, Section 9, Partner agrees to defend, indemnify and hold harmless CEC and their 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 Partner's negligent performance under this Agreement.

10.0. INSURANCE:

10.1. CEC. Through its technical partnership with PCEI, CEC 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 C. If the Partner directs the Members to provide services beyond those that are identified in Exhibit C or to provide services in a manner that violates the law or conflicts with any of the requirements in this Agreement, the Partner shall be responsible for any injuries or claims Members incur. CEC, though PCEI, will carry general liability insurance with a per occurrence limit of not less than \$1,000,000 and aggregate limit of not less than \$2,000,000. The City of Portland, its officers, agents, and employees shall be named as additional insureds on the policy.

10.2. Partner. Unless waived in writing by an authorized CEC representative, the Partner shall be self-insured or carry general liability insurance and automobile insurance if Members are using Partner vehicles that cover the Members while Members are providing project services that are identified in Exhibit C. The Partner shall provide evidence in a form that is approved by CEC that the Partner has the insurance required under this Section 10.2.

11.0. WAIVER: Absent a written Agreement signed by both CEC and the Partner 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.

12.0. SEVERABILITY: If any terms in this Agreement or application thereof to any person or circumstance are 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.

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

14.0. COMPLIANCE WITH APPLICABLE LAW: The Parties 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.

15.0. 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:

AmeriCorps Program:

Confluence Environmental Center
5441 SE Belmont Street, Suite 25
Portland, OR 97215

Project Partner:

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

16.0. WHOLE AGREEMENT: The Parties 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.

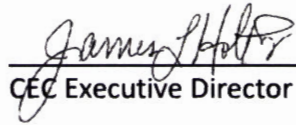
17.0. AUTHORITY: The individuals executing this Agreement represent that they have the legal authority under applicable laws or actions by their respective Boards of Directors to execute this Agreement and bind their respective organization.

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

Confluence Environmental Center (CEC)

James L. Holt Sr.

CEC Executive Director Name


CEC Executive Director Signature

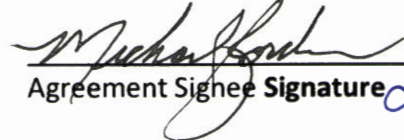
6/28/2018

Date

Partner Organization

MICHAEL JORDAN

Agreement Signee Name


Agreement Signee Signature

Date

Confluence AmeriCorps Program

Lara Jones

Program Director Name


Program Director Signature

6/28/2018

Date

Approved as to Form (if applicable)

Eric Shaffner

City Attorney/Designee Name


City Attorney/Designee Signature

7/17/18
Date

Please review, sign/date and email your Partner Agreement to Lara Jones at ljones@confluencecenter.org within 30 days of receipt.

An executed copy will be emailed to you.

AMERICORPS SERVICE AGREEMENT
Exhibit A - Prohibited Activities and Ineligible Organizations

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 Contracts;
- 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.

Non-Displacement

Programs may not permit a Member to fill in for an absent employee. By law, Members may not under any circumstances perform services, duties, or activities that had been assigned to an employee or to an employee who has recently resigned or has been discharged. Programs may not use a Member in a way that will displace an employee or position or infringe on an employee's promotional opportunities. Provisions include:

- a. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance;
- b. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance;
- c. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual;
- d. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee;
- e. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that –
 - i. Will supplant the hiring of employed workers; or
 - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures
- f. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any -
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - v. Employee who is on strike or who is being locked out.

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

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.

Jennifer Kays

Supervisor Name

Jenn Kays

Supervisor Signature

3 July 2018

Date

AMERICORPS SERVICE AGREEMENT
Exhibit C – Scope of Service

1. **Position Title:** Tree Equity Coordinator
2. **Partner Name:** City of Portland, Bureau of Environmental Services
3. **Service Site Location(s):** City of Portland, 400 SW 6th Avenue, Second Floor, Portland, OR 97204

4. **Contact Names:**

Confluence AmeriCorps Representative
Lara Jones
Program Director
503-719-6779
ljones@confluencecenter.org

Partner Representative
Amy Chomowicz
Manager
503-823-2263
amy.chomowicz@portlandoregon.gov

Project Supervisor
Jennifer Karps
Tree Program Coordinator
503-823-2263
jennifer.karps@portlandoregon.gov

5. **Service Activity Schedule:**

All Supervisors are required to attend *Supervisor Orientation* on August 23, 2018. The Member will begin their term of service with a CEC Member orientation beginning on September 5, 2018. The Supervisor will attend the final day of *Member Orientation* on September 11, 2018. The Supervisor will begin Site and Project Onboarding for the Member beginning September 12, 2018. The Supervisor will attend an *Undoing Racism* workshop series through the **People's Institute** on November 8 and 9 (full days) and 10 (1/2 day). The Member will serve 32-40 hours per week through July 26, 2019. The Supervisor will receive a Confluence AmeriCorps Program Calendar at Supervisor Orientation which will include dates the Member will not be available at the service site.

6. **Project Summary:**

In Partnership with CEC, the member will assist the Tree Program to plan and develop urban forest and sustainable stormwater capacity in low-tree-canopy, low-income, racially diverse communities in Portland. This position will build on the successes of previous AmeriCorps Members and will serve closely with the Stormwater Outreach Coordinator to develop and implement outreach and education programming. The AmeriCorps member will connect with community groups, organizations, committees and leaders to cultivate partnerships for potential projects (30%); develop and organize materials, activities and events to foster tree stewardship (25%); and plan and execute tree plantings and stewardship activities in low-tree-canopy, low-income, racially diverse communities in close cooperation with partners (25%). The Member will participate in Confluence led leadership development activities which include: Leadership Development Program, Change Agent Project, team meetings, National Service events and other self-directed development opportunities (20%).

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

The Partner will provide all training and equipment necessary to successfully complete the project. The Partner 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 CEC:**

CEC, through its technical partnership with PCEI, will provide the Member living allowance and health insurance, if eligible. CEC will provide a Pre-Service orientation for the Member that will include an overview of AmeriCorps, Confluence rules and regulations, AmeriCorps Prohibited Activities, as well as other training that will prepare the Member for their term of service. CEC will require Members to attend a Equity and Inclusion focused Professional Development Series, monthly Team Meetings and two National Days of Service.

9. Evaluation method:

The Partner will develop tracking and reporting systems to measure outcomes of the project in accordance with the AmeriCorps Performance Measures. CEC will provide forms and technical assistance.

10. Project Cost:

Project costs, which include all AmeriCorps Program costs, are paid with AmeriCorps funds and funds provided by the Partner.

a. Partner Cash Match Amount: **\$13,500**

11. Schedule of Payment:

Confluence will invoice the Partner as indicated below. Partner will pay invoice within 30 days of the invoice date. Partner will make checks payable to **Confluence Environmental Center**.

a. Total Amount: **\$13,500**
b. Invoice Date(s): **September 5, 2018 (net 30)**

12. Project In Kind:

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

a. Partner In Kind Amount: **\$200**
b. In Kind Report Due **July 15, 2019**

13. Authorizing Signatures:

Confluence AmeriCorps Program

Lara Jones

Program Director Name



Program Director Signature

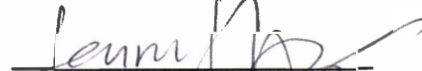
6/28/2018

Date

Partner Organization

Jennifer Karpis

Supervisor Name



Supervisor Signature

3 July 18

Date