

NWSA Agreement #: NWSA09-03-461
Type of Project: Financial
Agreement Amount: \$9,100
In-Kind Amount: \$5,000
Grant Year: 2008-2009
NWSA Contact Person: James Moore
NWSA Executive Director Approval: _____
Department Approval: _____

AMERICORPS SERVICE AGREEMENT
Between

NORTHWEST SERVICE ACADEMY (NWSA)
Lower Columbia Center
Federal Tax ID/EIN: 20-3334711
DUNS: 084510010
2500-D NE 65th Avenue
Vancouver, WA 98661-6812
(360) 750-7500
and

City of Portland
(hereinafter referred to as the SPONSOR)
1120 SW Fifth Avenue
Portland, OR 97204
503-823-6182

RECITALS

- A. NWSA is a nonprofit corporation created by Educational Service District 112 (ESD 112) that engages more than 400 full and part-time volunteers to work on community-based projects that preserve and restore the natural environment and that develop community leaders through educational service projects and community partnerships.
- B. ESD 112 was awarded a grant from the Corporation for National and Community Service to implement an AmeriCorps Program. The AmeriCorps Program is implemented by NWSA, which enrolls AmeriCorps Members and places them with community organizations, government agencies or school/educational districts. AmeriCorps Members that are placed with sponsoring organizations may receive an educational award, living allowance and benefits.
- C. Sponsor is a government agency that has a significant unmet community need, as described in the Sponsor's project proposal. The community need will be addressed through the placement of NWSA Member(s) to work on Sponsor's project. This AmeriCorps Service Agreement between NWSA and Sponsor (Agreement) addresses the parties' obligations with regards to AmeriCorps Members that NWSA is placing with the Sponsor.

AGREEMENT

1.0 PURPOSE:

NWSA and the Sponsor are entering into this AmeriCorps Service Agreement (Agreement) to provide NWSA Member(s) to the Sponsor. Sponsor's project shall be implemented in accordance with and subject to the terms and conditions in this Agreement and Exhibits referenced herein.

2.0 TERM:

The term of this Agreement is from September 15, 2008 to August 18, 2009, unless terminated in accordance with Section 5.

3.0 RESPONSIBILITIES OF NWSA:

NWSA shall:

- 3.1 Perform all the NWSA duties as set forth in Exhibit C (Scope of Service), which is incorporated herein by reference.
- 3.2 Provide NWSA Members with AmeriCorps orientation.
- 3.3 Provide an NWSA contact person, specified in Exhibit C, to help facilitate and support the Sponsor with matters relating to the project, including but not limited to coordinating and overseeing the completion of the NWSA Member service obligations, general supervision, recognition and discipline of NWSA Members that are placed with the sponsor and coordination of invoices and notices.
- 3.4 Provide eligible NWSA Members a living allowance and health insurance.
- 3.5 Provide general liability insurance and workers compensation coverage for NWSA Members while such Members are conducting approved service activities.
- 3.6 Provide NWSA Members with appropriate AmeriCorps identifies, 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 NWSA Members requiring them to: review job hazard analysis, observe any required dress codes, use necessary safety equipment, and to follow all NWSA safety procedures.
- 3.9 Invoice the Sponsor for its financial obligations in accordance with Exhibit C.
- 3.10 Conduct background checks on NWSA Members that may have recurring access to vulnerable populations (children, persons age 60 and older and individuals with disabilities) and refuse to contract with Members that may have recurring access to vulnerable populations 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 the NWSA duties in Exhibit C.

4.0 RESPONSIBILITIES OF SPONSOR:

Sponsor shall:

- 4.1 Work with the NWSA Member(s) to complete the project identified in Exhibit C, in accordance with and subject to the terms and conditions in this Agreement and Exhibits referenced herein.
- 4.2 Perform all the Sponsor duties set forth in Exhibit C.

- 4.3 Provide a Sponsor representative, as specified in Exhibit C. The Sponsor representative shall facilitate communications and provide technical assistance and support to the extent it is necessary to ensure successful completion of the service project.
- 4.4 Ensure that permits are obtained and regulator requirements for project-related work are met prior to the start of work.
- 4.5 Establish measurable objectives for the project(s) and accurately report the extent to which these objectives were met at the end of each project.
- 4.6 Evaluate NWSA at the conclusion of the project using the online Sponsor surveys and forms provided by NWSA.
- 4.7 Publicize, to the greatest extent practical, the service of NWSA within the Sponsor's organization, to the media, and to the community.
- 4.8 Maintain records detailing the value of all cash and noncash (in-kind) contributions Sponsor provided in support of the project.
- 4.9 Provide adequate training, office space and equipment that is necessary for NWSA and its Member(s) to successfully provide the services that are set forth in Exhibit C.
- 4.10 Provide the tools that are necessary for the project and not already available through NWSA.
- 4.11 Recognize that whenever NWSA 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. NWSA is not responsible for the supervision, discipline, safety and transportation of students or adult volunteers.
- 4.12 Support the NWSA policy that requires NWSA Members to wear NWSA uniforms and identifiers.
- 4.13 Comply with AmeriCorps' policies related to "Prohibited Activities", set forth in Exhibit A and incorporated herein by reference.
- 4.14 Pay NWSA 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) and refuse to employ with any person that may have recurring access to vulnerable populations 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 Sponsor's projects or Sponsor's property or service site.
- 4.18 Complete the funding source certification that is attached as Exhibit B.

5.0 TERMINATION:

- 5.1 **Mutual Agreement.** This Agreement may be terminated upon the parties' mutual written agreement.
- 5.2 **Breach.** This Agreement may be terminated by either party 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 NWSA terminates this Agreement pursuant to this Section, Sponsor shall pay NWSA 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 NWSA notifies Sponsor that the Agreement has been terminated.
- 5.3 **Immediate Termination.** NWSA may immediately terminate this Agreement if Sponsor employs anyone who may have recurring access to vulnerable populations 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 party may assign this Agreement, or any interest herein, without the prior written consent of the other party.

7.0 INDEPENDENT CONTRACTOR STATUS:

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

8.0 INDEMNIFICATION:

8.1 **NWSA.** To the extent authorized by Washington law, NWSA agrees to defend, indemnify and hold harmless 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 NWSA's negligent performance under this Agreement.

8.2 **Sponsor.** To the extent authorized by Oregon law, Sponsor agrees to defend, indemnify and hold harmless NWSA 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 Sponsor's negligent performance under this Agreement.

9.0 INSURANCE:

9.1 **NWSA.** NWSA will carry workers' compensation insurance for NWSA Members to cover claims or compensation that is owed for injuries that Members may incur while Member is providing the services described in Exhibit C. If the Sponsor directs the NWSA Member 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 Sponsor shall be responsible for any injuries or claims Member incurs providing such Sponsor directed services. NWSA will also provide automobile insurance for Members that are driving an NWSA vehicle when they are providing project services described in Exhibit C.

9.2 **Sponsor.** Unless waived in writing by an authorized NWSA representative, Sponsor will carry general liability insurance and automobile insurance that covers the Members while Members are providing project services that are described in Exhibit C. If Members are using NWSA automobiles, NWSA shall provide the automobile insurance that is required under this section. Sponsor shall provide NWSA evidence, in a form that is approved by NWSA, that it has the insurance that is required under this section.

10.0 WAIVER:

Absent a written agreement signed by both 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 hereunder 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 of condition in this Agreement or application thereof to any person or circumstance is held invalid, then such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application, and to this end, the terms and conditions 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, the parties agree first to try in good faith to settle the dispute by mediation.

13.0 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.

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:

NWSA:
Northwest Service Academy
ATTN: James Moore
55 SE Main Street
Portland OR 97214

SPONSOR:
City of Portland
ATTN: Jennifer Devlin
1120 SW Fifth Avenue Rm 1000
Portland OR 97204

15.0 WHOLE AGREEMENT:

The parties agree that this Agreement, together with the Exhibits referenced herein, 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 individual 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 Sponsor and NWSA have executed this Agreement on the date and year indicated below. By signing below, the Sponsor certifies that this project described in Exhibit C is unfunded or underfunded to the extent that Sponsor requires assistance from NWSA Member(s) to complete the project and that NWSA Member(s) are not displacing existing or potential workers to complete the project.

SPONSOR

NORTHWEST SERVICE ACADEMY

Signature/Date

Signature/Date

Dean Marriott
Printed Name

Twyla G. Barnes
Printed Name

Bureau Director
Title

Secretary of the Board
Title

Please sign, date and return all copies of this agreement to:

Lower Columbia Center, 55 SE Main Street, Portland OR 97214

A countersigned copy will be returned to you.

AmeriCorps Service Agreement
Exhibit A - Prohibited Activities

AmeriCorps Members are prohibited from certain activities during service time. Members are not prohibited from engaging in any of these activities in their personal capacities and on their own time; however, Members cannot receive service time while engaging in such activities nor can they associate such activities with AmeriCorps or NWSA. If there is any question about whether a certain activity is permissible, please contact NWSA.

Federal law and the Corporation for National and Community Service policy prohibits AmeriCorps programs and their members from engaging in certain activities while using Corporation funds or on Corporation time. Examples of such activities include, but are not limited to:

- Any efforts to influence legislation, including lobbying for AmeriCorps.
- Organizing or engaging in protests, petitions, boycotts, or strikes.
- Assisting, promoting or deterring union organizing.
- Impairing existing contracts or collective bargaining agreements.
- Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- 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.
- 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 proselytizing.
- Providing direct benefit to:
 1. a for-profit entity,
 2. a labor union,
 3. a partisan political organization,
 4. an organization engaged in the religious activities described in the proceeding sub-clause, unless Grant funds are not used to support the religious activities, or
 5. a nonprofit entity that fails to comply with the restrictions contained in section 501c(3) of Title 26, except that nothing in this section shall be construed to prevent members from engaging in advocacy activities undertaken on their own initiative.
- Organizing voter registration drives.
- Raising funds for his or her cash match or for an organization's operating expenses or endowment.
- Writing grant applications for funding provided by a federal agency including the Corporation for National and Community Service. (Members may fund raise directly in support of program service activities, but no more than 10 percent of his or her service hours.)
- Performing services of duties that have been performed by or were assigned to any:
 1. presently employed worker,
 2. employee who recently resigned or was discharged,
 3. employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures,
 4. employee who is on leave (terminal, temporary, vacation, emergency, or sick), or
 5. employee who is on strike or is being locked out.
- Other activities as the Corporation may direct in the future, upon notice to the NWSA.

Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-AmeriCorps time, and without any use of AmeriCorps funds. The NWSA/AmeriCorps logos must not be worn while doing so.

AmeriCorps Service Agreement
Exhibit B - Source of Funding

To be completed and signed by Sponsor.

1. Is the source of cash match funds for this project federal? Yes, go to 2. No
2. If yes, can you certify that these federal funds are available to be used as match funds for other federal grants*? Yes No

*Check with your federal funding source or refer to the federal guidance for your specific source of federal funds to make this determination.

3. Signature:

SPONSOR

Signature/Date

Dean Marriott
Printed Name

Bureau Director
Title

AmeriCorps Service Agreement

Exhibit C

Scope of Service

Lower Columbia Center - Portland-Vancouver Individual Placement

1. **PROJECT TITLE:** Stormwater Stewardship Coordinator

2. **ORGANIZATION NAME:** City of Portland

3. **SERVICE SITE LOCATION(S):** 1120 SW 5th Ave Room 1000, Portland, OR 97204

4. **CONTACT NAME:**

	<u>NWSA Contact Representative</u>	<u>Sponsor Representative</u>	<u>Site Supervisor</u>
	Lara Jones	Jennifer Devlin	Jennifer Devlin
	IP Coordinator	Environmental Program Coordinator	Environmental Program Coordinator
	503-234-2383 ext 102	503-823-6182	503-823-6182
fax	503-232-0166	503-823-5344	503-823-5344
	lara.jones@esd112.org	jenniferd@bes.ci.portland.or.us	jenniferd@bes.ci.portland.or.us

5. **SERVICE ACTIVITY SCHEDULE:**

The member will complete orientation with NWSA, which includes two days on site (9/18 & 19); service at site begins the week of September 22, 2008. Member will serve 32-40 hrs/week through August 18, 2009. Sponsor will receive a calendar of NWSA events and holidays with dates the member will not be available at the site.

6. **PROJECT DESCRIPTION:**

One 1700-hr. member will serve as the Stormwater Stewardship Coordinator, building capacity in the community by developing materials and providing tours (45%), providing technical assistance(15%), reaching out to groups through special event (15%) and promoting broad participation in the building and maintenance of swales, ecoroofs, etc. (25%).

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 NWSA:**

NWSA will provide the Member(s) living allowance and health insurance, if eligible. NWSA will provide an eight-day orientation for the member that will include an overview of AmeriCorps, rules and regulations of NWSA, as well as additional trainings that will prepare them for their year of service. NWSA will also provide members with additional periodic trainings to be determined throughout the service year. NWSA will also provide the member(s) with additional periodic trainings to be determined throughout the service year.

9. **EVALUATION METHOD:**

The Sponsor will develop tracking and/or reporting systems to measure outcomes of the project in accordance with the forms provided by NWSA. NWSA will provide technical assistance as needed.

10. **PROJECT COSTS:**

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

Sponsor Cash Match Project Amount: \$9100

In-Kind Amount: \$5000

In-kind donations are an integral part of NWSA. All in-kind donations must be accurately documented (i.e., salary schedules submitted for individual's time, receipts for merchandise donated, etc.) and submitted on the monthly in-kind report form provided by NWSA.

11. SCHEDULE OF PAYMENT:

NWSA will invoice the Sponsor as indicated below. Sponsor will pay NWSA invoice within 30 days of the invoice date.

<u>Invoice Date</u>	<u>Invoice Amount</u>
November 15, 2008	\$9100

12. AUTHORIZING SIGNATURES:

SPONSOR

CENTER DIRECTOR

Signature/Date

Signature/Date

Dean Marriott
Printed Name

Ernie Guerrero
Printed Name

Bureau Director
Title

Center Director
Title

Send for signature to:

Dean Marriott
City of Portland
1120 SW Fifth Ave Rm. 1000
Portland OR 97204

Send billing to:

Jennifer Devlin
City of Portland
1120 SW Fifth Avenue
Portland OR 97204