



# Oregon Asset Building Corps



184916

## AMERICORPS\*VISTA PROJECT MEMORANDUM OF UNDERSTANDING

between

Oregon Microenterprise Network (OMEN)

And

City of Portland Community Gardens Program

This Memorandum of Understanding, hereafter referred to as "the agreement", sets forth the parties' understanding concerning the establishment and operation of a sub-site of a local project under the AmeriCorps\*VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. 4951 et seq.) hereinafter referred to as "the Act".

The project will be administered between the Oregon Microenterprise Network (OMEN) (hereinafter referred to as "the site") and City of Portland Community Gardens Program, (also known as the OMEN sub-site and hereinafter referred to as the sub-site.)

This agreement is in effect for the period stated of 8/26/11 – 8/24/12, and is based on an approved project application which is incorporated by reference in this agreement. The agreement provides for the sub-site's payment to OMEN of

\$10,000 (billed to sub-site in four installments of \$2,500)

as a contribution to the program's administrative costs. In addition, the sub-site shall provide work space, office supplies and materials, and, as agreed upon between the site and the sub-site, other support. This payment offsets a portion of the overall project costs, including a portion of the VISTA living stipend.

It is anticipated by the parties that the project period needed to accomplish the objectives specified in the Project Narrative will be the period of 8/26/11– 8/24/12. The site, nor the sub-sites shall be obligated to assign or accept members or continue performance under this agreement (other than performance of obligations, such as the preservation of records, which continue after the termination of this agreement) after the date specified in the section of this agreement entitled "Duration," unless a written amendment to this agreement extending the period of performance is executed by both parties.

1. **Duration**

This agreement shall become effective on August 26, 2011 and shall terminate on August 24, 2012, unless extended or terminated sooner.

2. **OMEN Responsibilities**

OMEN will:

- a. Guide and manage the project, ensuring close coordination between the VISTA Program Coordinator, Sub-sites, VISTA members and the Corporation for National and Community Service (CNCS).
- b. Provide technical assistance to the sub-sites in planning, developing, and implementing the project.
- c. Assist in the provision of pre-service, early service, and in-service training, as specified in the Project Narrative and VISTA Assignment Description (VAD).
- d. Periodically review and assist in the Sub-site's use of AmeriCorps\*VISTA members to achieve the objectives and perform the task(s) specified in the Project Narrative and VISTA Assignment Description (VAD).
- e. If requested to do so by the Sub-site in writing, remove any AmeriCorps\*VISTA member from the project in accordance with CNS policies and procedures.
- f. Provide the Sub-site timely information concerning CNS regulations, policies and procedures and any amendments thereto.
- g. If circumstances require, OMEN will advance up to \$500 to any AmeriCorps\*VISTA member in case of any emergency (e.g. critical illness or death in the immediate family) to be reimbursed by CNS when OMEN and the AmeriCorps\*VISTA member have completed and submitted an AmeriCorps\*VISTA Payment Voucher, CNS Form V-531. CNS will not be responsible for the reimbursement of these funds unless the AmeriCorps\*VISTA Payment Voucher form is submitted to the State Program Director.

3. **Sub-Site Obligations**

The Sub-site will:

- a. As mutually agreed with OMEN, recruit and interview applicants to become AmeriCorps\*VISTA members.
- b. Operate the project in accordance with the provisions of the Act, program regulations, and the requirements contained in the AmeriCorps\*VISTA

Handbook and any subsequent changes or modifications thereto; and, other Federal laws, regulations, and policies (including but not limited to any attached to this document) which are, or become, applicable to the program.

- c. Operate the project in accordance with the project application and a budget plan, which **reflects the sub-site's provision of work space, office materials and supplies** that are required for effective and efficient progress on the VISTA Assignment Description (VAD) goals, including, but not limited to a personal work computer, high-speed internet access and phone.
- d. Accomplish the goals and objectives set out for the AmeriCorps\*VISTA members in the Project Application, and comply with the Assurances included within the Project Application.
- e. Provide adequate orientation for the AmeriCorps\*VISTA member to the project, the sub-site-organization and the local community within the first four weeks of the VISTA member's service and participate in an On-Site Orientation Training (OSOT) as provided by OMEN.
- f. Provide on-assignment transportation and other project support as specified in the Project Application and paragraph 4 of this agreement.
- g. Provide supervision for the AmeriCorps\*VISTA members as described in the Project Application and paragraph 4 of this agreement. No supervisor may be appointed without the prior concurrence of OMEN and CNS.
- h. Provide semi-annual progress reports to OMEN, completed mutually with VISTA member:

**Reporting Periods:**

**Due in OMEN Office:**

August 26, 2011 through February 29, 2012.....March 09, 2012

March 1, 2012 through August 10, 2012 ..... August 15, 2012

- i. **Provide payment as follows over the duration of the contract. Invoice dates will be 30 days in advance of payment due date.**

\$10,000 to OMEN (billed to sub-site in four installments of \$2,500)

- j. If any invoice is not paid within 60 days, the Sub-site will be considered as not having made payment in a timely manner. Until payment is received, the Sub-site will not be permitted to add additional VISTA members or to replace members in the Program
- k. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps\*VISTA members and the project as CNS may require. The Site agrees to retain such records as CNS may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or

litigation purposes, and to provide access to such records to CNS for the purpose of litigation, audit or examination.

- l. To the maximum extent practicable, consult with and use the people of the community to be served by AmeriCorps\*VISTA members in planning, developing, and implementing the project
- m. Report to OMEN, within 24 hours, the unscheduled absence of AmeriCorps\*VISTA members, and otherwise keep OMEN timely informed of unscheduled changes of status and conditions of AmeriCorps\*VISTA members, such as hospitalization, absence without leave, and arrests.
- n. Comply with federal laws and regulations and CNS's policies and procedures applicable to it, or which may become applicable to it, subsequent to the execution of this Agreement.
- o. Make every reasonable effort to ensure that the health and safety of AmeriCorps\*VISTA members are protected during the performance of their assigned duties. The Site shall not assign or require AmeriCorps\*VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- p. Allow AmeriCorps\*VISTA members to participate in local emergency disaster relief efforts if needed.
- q. Allow AmeriCorps\*VISTA members to participate in Days of Service, i.e. Martin Luther King Holiday, National Volunteer Week, Make A Difference Day, should activities be organized in the communities in or near where members are located.

#### 4. **Joint Responsibilities**

- a. The Site and OMEN agree to perform the joint responsibilities as described in the AmeriCorps\*VISTA Handbook or those which may become applicable subsequent to the execution of this Agreement.
- b. Provide a member grievance procedure in accordance with CNS's AmeriCorps\*VISTA Handbook.
- c. Ensure that persons selected as AmeriCorps\*VISTA members are not related by blood or marriage to project staff, sponsor staff, officers or members of the sponsor's Board of Directors, or responsible CNS program staff.

**5a. Nondiscrimination**

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps\*VISTA member, or the staff of, or beneficiary of the project with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation.

**5b. Sexual Harassment**

Sites and sub-sites, as the recipients of federal financial assistance from the Corporation, are ultimately responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. The site and the sub-sites are responsible for:

- a. Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the site, sub-site, its agents or supervisory employees should have known of the acts.
- b. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature, which have the purpose, or effect of creating an intimidating, hostile or offensive service environment.
- c. Acts of sexual harassment toward fellow AmeriCorps\*VISTA members or non-employees, where the site, the sub-site, its agents or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

**6. Delegation and Subcontracting**

The sub-site will not delegate or assign any of its obligations or duties contained in this agreement.

**7. Supplemental Payments Prohibited**

The allowances provided to AmeriCorps\*VISTA members are designed to permit AmeriCorps\*VISTA members to live at the economic level of the persons served, as required by law. Sites and sub-sites are prohibited from supplementing VISTA member income.

**8. Legal Restrictions**

The Sub-site agrees that no AmeriCorps\*VISTA member assigned under this agreement shall participate in or funds from the Corporation used in, the following activities when they would result in the identification of such programs with:

- a. Partisan and non-partisan political activities, including voter registration.

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- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities.
- d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

9. **The Sub-site further agrees not to:**

- a. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- b. Assign AmeriCorps\*VISTA members to activities that would result in the displacement of employed workers, or impair existing contracts for service.
- c. Accept or permit the acceptance of compensation from the AmeriCorps\*VISTA members or from beneficiaries for the services of AmeriCorps\*VISTA members.
- d. Approve the involvement of any AmeriCorps\*VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.

10. **Amendments**

This Memorandum of Understanding may be amended at any time by an agreement in writing executed by the authorized representatives of OMEN and sub site.

11. **Severability**

If any provision of this agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this agreement. The illegal or invalid provision will be deemed stricken and deleted from the agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.

12. **Notices**

All notices and communications required to be given to OMEN by the Sub-site, except as specifically provided in paragraph 15, shall be directed to Valerie Plummer, of OMEN, at the address provided below. All notices to be given to the Sub-site by OMEN shall be directed to the individual indicated at the site's mailing address listed below:



# Oregon Asset Building Corps



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## SITE:

Oregon Microenterprise Network  
(OMEN)  
1220 SW Morrison Suite 805  
Portland, Oregon 97205  
Phone: 503-546-9913

## SUBSITE:

City of Portland  
Community Gardens Program  
1120 SW 5<sup>th</sup> Ave #1302  
Portland, OR 97204-1912  
Phone: 503-823-1612

**In the event that any of the parties or addresses named in the above paragraph change, written notice to all other parties must be provided immediately.**

### 13. Termination

The Sub-site or OMEN may terminate, suspend, or refuse to renew this agreement at any time by giving thirty (30) days notice in writing to the other of its intent. In addition, CNS may terminate, suspend, or refuse to renew this agreement in accordance with the provisions of 45 CFR Part 1206 et seq., with said procedures also applicable to a material failure to comply with the conditions set forth in this agreement, and in accordance with the provisions of 42 U.S.C. § 4953.

### 14. Order of Precedence

In the event of inconsistencies or conflicts between the Project Narrative and the agreement, this agreement shall govern.

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this agreement and agree that this agreement will become effective on the aforementioned date.

#### **SUB-SITE**

BY: \_\_\_\_\_

Name: \_\_\_\_\_  
Susan D Keil

Title: \_\_\_\_\_  
Director of Parks & Recreation

Date: \_\_\_\_\_

#### **OREGON MICROENTERPRISE NETWORK**

BY: \_\_\_\_\_

Name: Valerie Plummer

Title: Executive Director

Date: \_\_\_\_\_

#### **City of Portland**

**Community Gardens Program**  
1120 SW 5<sup>th</sup> Ave #1302.  
Portland, OR 97204  
Phone: 503-823-1612

#### **OMEN**

1220 SW Morrison, Suite 805  
Portland, OR 97205  
Phone: 503 546-991