

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AmeriCorps VISTA



Project Number: 11VSPOR001
Agreement Number: 12-046-P50190

MEMORANDUM OF AGREEMENT

185782

between

City of Portland
1221 SW 4th Ave
Portland, OR 97204-1900
EIN: 936002236

and

Corporation for National and Community Service
Oregon State Office
620 SW Main Street, Room 714
Portland, OR 97205-3030

Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-mentioned parties: 1) Corporation for National and Community Service, hereinafter referred to as CNCS; and 2) City of Portland, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation 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 primary purpose of this agreement is for CNCS to provide the Sponsor with up to five (5) AmeriCorps VISTA members to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to \$10,704.00 to cost-share up to one (1) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to four (4) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to one (1) members is subject to annual review and renewal every 12 months. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 18 of Part II of this Agreement. The final number of AmeriCorps VISTA members placed may be less than the number listed above due to budgetary considerations.

I. GENERAL PROVISIONS

1. Duration of This Agreement

This Agreement is for approximately one year, and shall become effective on the date of execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this

Agreement, below in Part II. Activity on the project shall be deemed to have begun on 06/03/2012 and shall end thereafter on 06/15/2013, unless terminated sooner by either or both of the parties.

2. Status of VISTA Members During Service

AmeriCorps VISTA members are eligible for all benefits and coverage provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the "income disregard" provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

AmeriCorps VISTA members shall not be considered employees of the Sponsor. AmeriCorps VISTA members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act.

II. RESPONSIBILITIES OF THE PARTIES

1. CNCS Responsibilities. CNCS will:

- a. Select individuals to serve as AmeriCorps VISTA members at assigned Sponsors, and enroll individuals as AmeriCorps VISTA members in the AmeriCorps VISTA program.
- b. Assign AmeriCorps VISTA members to the Sponsor. All member assignments are at the discretion of the CNCS State Office and subject to availability of funds.
- c. Provide technical assistance to the Sponsor in planning, development, and implementation of the project.
- d. Process and approve or deny member applications submitted by Sponsor.
- e. Provide AmeriCorps VISTA candidate in-processing and pre-service orientation at AmeriCorps VISTA program expense.
- f. Provide AmeriCorps VISTA members with any benefits to which each is eligible, as prescribed by statute and VISTA program policy. Depending on the eligibility and circumstances of each VISTA member, benefits may include living allowance, relocation assistance, end of service awards, health coverage, life insurance coverage, and/or child care coverage.
- g. Subject to the availability of funds, conduct training for the Sponsor's AmeriCorps VISTA supervisors(s).
- h. Periodically review and assist the Sponsor's use of AmeriCorps VISTA members to achieve the objectives and perform the task(s) specified in the Project Narrative.
- i. Promptly respond to requests by Sponsors to remove AmeriCorps VISTA members from the project and effect removal from the AmeriCorps VISTA program if warranted.

j. Provide the Sponsor timely information concerning applicable CNCS and AmeriCorps VISTA regulations, policies and procedures.

k. Provide to AmeriCorps VISTA candidate and members information regarding volunteer discrimination complaint procedures, and grievance procedures, as provided in federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.

2. Sponsor Obligations. The Sponsor will:

a. 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.

b. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become, applicable to the program.

c. Operate the project in accordance with the approved project application.

d. Prepare a Volunteer Assignment Description (VAD), subject to final approval by the appropriate CNCS State Office, for each VISTA member assigned to the Sponsor.

e. Engage in best efforts to accomplish the goals set out for the AmeriCorps VISTA members in the Project Application, and comply with the Assurances included within the Project Application.

f. Arrange and be responsible for providing in-depth on-site orientation and training for all incoming AmeriCorps VISTA members at the beginning of their service.

g. Assist in the provision of pre-service, and in-service training (online or face-to-face), as specified in the Project Application.

h. Supervise all assigned AmeriCorps VISTA members on a day-to-day basis, and as described in the Project Application.

i. Provide on-the-job transportation, administrative resources and other project support needed to successfully conduct the project.

j. Provide all AmeriCorps VISTA members with grievance rights and procedures in accordance with federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.

k. Maintain such records and accounts, including the tracking of leave taken by assigned AmeriCorps VISTA members, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project, as CNCS may require. The Sponsor agrees to retain such records as CNCS 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 CNCS for the

purpose of litigation, audit or examination.

l. If circumstances require, the Sponsor will advance up to \$500.00 to any AmeriCorps VISTA member in case of any emergency (e.g., critical illness or death in the immediate family) to be reimbursed by CNCS when the Sponsor and AmeriCorps VISTA member have completed and submitted an AmeriCorps VISTA Payment Voucher, CNS Form V-531. CNCS will not be responsible for the reimbursement of these funds unless the AmeriCorps VISTA Payment Voucher form is submitted to CNCS.

m. Report to the appropriate CNCS State Office, within 24 hours, the unscheduled departure of all assigned AmeriCorps VISTA members, and otherwise keep CNCS informed of unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, medical emergencies, hospitalization, and absence without leave as soon as possible.

n. Submit Project Progress Reports and any other required reports within the required time frame.

o. Submit on-site orientation training plans to the appropriate CNCS State Office at least thirty (30) days in advance of the proposed starting date of such training. On-site orientation training must occur and be completed within the first month of an AmeriCorps VISTA member's assignment to the Sponsor.

p. The Sponsor may carry out a VISTA project through one or more subrecipients. The Sponsor must enter into a subrecipient agreement with each subrecipient. A subrecipient agreement must have at least the following elements:

- (1) A project plan to be implemented by the subrecipient;
- (2) A description of records to be kept and reports to be submitted;
- (3) Responsibilities of the parties and other program requirements; and
- (4) Policies and procedures regarding suspension and termination.

The Sponsor retains the responsibility for compliance with a Memorandum of Agreement; applicable regulations; and all applicable policies, procedures, and program guidance issued by CNCS regarding the VISTA program. The Sponsor shall not request or receive any compensation from a subrecipient for services performed by a VISTA.

The Sponsor shall not receive payment from, or on behalf of, the subrecipient for costs associated with VISTA program assistance, except for reasonable and actual costs incurred by the Sponsor directly related to the subrecipient's participation in a VISTA project.

q. Ensure that the Sponsor's AmeriCorps VISTA Supervisor(s) participate(s) in AmeriCorps VISTA supervisory orientation provided by CNCS, and ensure training of subrecipient supervisors.

r. Make every reasonable effort to ensure that the health and safety of all assigned AmeriCorps VISTA members are protected during the performance of their assigned duties. The Sponsor shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.

s. By the effective date of this Agreement, the Sponsor must certify that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it has taken all reasonable measures to ensure that its facilities and all participating project sites (i.e., subrecipients) are accessible to qualified persons with disabilities, promotes their equal participation, and does not otherwise discriminate against such persons based on disability.

t. Return the Sponsor Verification Form to the CNCS State Office within three (3) workdays of receipt. The Sponsor must indicate actual departure date(s) of AmeriCorps VISTA member(s) who leaves prior to completion of service date(s). The Sponsor must certify the Form even if no AmeriCorps VISTA members left/leave during the pay period covered by the form.

u. Should activities be organized in the communities where the AmeriCorps VISTA members are assigned for service, allow assigned AmeriCorps VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week.

3. Affiliation with CNCS and AmeriCorps VISTA

a. The Sponsor must identify the project as an AmeriCorps VISTA project and assigned members as AmeriCorps VISTA members. All subrecipient agreements related to the AmeriCorps VISTA project must explicitly state that the project is an AmeriCorps VISTA project and assigned AmeriCorps VISTA members are the resource being provided.

b. AmeriCorps VISTA is a registered service mark of the Corporation for National and Community Service. If a Sponsor uses a CNCS or AmeriCorps VISTA service mark or name, AmeriCorps VISTA must be identified as a Federal assistance provider. Sponsors and subrecipients must use the AmeriCorps VISTA name and logo in accordance with CNCS requirements. The Sponsor may not use or display the AmeriCorps VISTA name or logo in connection with any prohibited activity referenced in Sections 8-11 of Part II of this Agreement.

4. Joint Responsibilities

The Sponsor will identify and interview AmeriCorps VISTA applicants with support from CNCS. The Sponsor and CNCS will cooperate together in all pre-service and in-service trainings (online or face-to-face), in accordance with all applicable CNCS policies.

5. Prohibition on Nepotism

To avoid actual or apparent favoritism in the operation of an AmeriCorps VISTA project, CNCS's AmeriCorps VISTA program prohibits certain placement and assignment arrangements, as follows:

a. VISTA Members

An AmeriCorps VISTA member cannot be placed or assigned to an AmeriCorps VISTA project site if s/he is:

in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at the Sponsor or a subrecipient;

a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at the Sponsor or a subrecipient;

in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service; or

a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service.

b. VISTA Project Supervisory Employees

A project site employee is prohibited from holding a VISTA project supervisory position if s/he is:

in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any CNCS official responsible for the AmeriCorps VISTA project;

a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any CNCS official responsible for the AmeriCorps VISTA project;

in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any project site employee who holds supervisory authority over him/her; or

a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any project site employee who holds supervisory authority over him/her.

6. Nondiscrimination

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps VISTA member, or member of 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, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

7. Sexual Harassment

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As the recipient of federal financial assistance from CNCS, the Sponsor is responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations

occur. Such sexual harassment violations include:

Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Sponsor, its agents or supervisory employees should have known of the acts;

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; or

Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Sponsor, its agent or its supervisory employees knew or should have known of the conduct, unless the Sponsor took immediate and appropriate corrective action.

8. Delegation and Subcontracting

The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement, with the exception of delegation or assignment to approved subsites. AmeriCorps VISTA members may be assigned by the Sponsor to perform duties with other public or private non-profit agencies or organizations ("project sites") as described in the Project Narrative and in accordance with written subrecipient agreements.

9. Supplemental Payments Prohibited

Monetary subsistence allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Sponsor is strictly prohibited from supplementing these allowances, either as cash or in-kind payments outside of providing third-party housing support and must assure that others, such as any participating subrecipient project sites, do not do so.

10. Prohibitions of Use of CNCS Assistance By Sponsor

The Sponsor agrees that no AmeriCorps VISTA member assigned to the Sponsor, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:

Partisan and non-partisan political activities associated with a political candidate, including voter registration;

Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition;

Labor or anti-labor organization or related activities; or

Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

11. The Sponsor further agrees not to:

Carry out projects utilizing CNCS resources 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;

Assign AmeriCorps VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.

Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.

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;

Request, charge or accept participation or application fees from VISTAs, VISTA candidates, and potential AmeriCorps VISTA candidates; or

Require or accept application fees from potential subrecipients, or require participation fees above and beyond the actual cost of support provided by the primary Sponsor.

12. Amendments

This Memorandum of Agreement may be amended at any time, in writing, executed by authorized representatives of the Sponsor, and the appropriate CNCS State Director and the appropriate CNCS Executive Officer. In addition all parties agree to amend this Agreement as required by paragraph 17 of Part II, "Increases in AmeriCorps VISTA Members Allowances During This Agreement."

13. 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.

14. Notices

All notices and communications required to be given to CNCS by the Sponsor, except as specifically provided in paragraph 15 of Part II, shall be directed to the CNCS State Program Director or Specialist at the State Program Office Address provided below. All notices to be given to the Sponsor by CNCS shall be directed to Sponsor Contact at Sponsor's mailing address.

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. Such written notice should include the Agreement number and Sponsor EIN.

15. Termination, Suspension, Or Non-Renewal

Sponsor: Right to Terminate with Notice. The Sponsor may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to CNCS of its intent.

CNCS: Right to Terminate or Suspend. CNCS may terminate or suspend this Agreement in accordance with applicable terms and procedures set forth at 45 CFR Part 1206 or 42 U.S.C. § 4953(g).

16. Order of Precedence

In the event of inconsistencies or conflicts between the Project Application and the Agreement, this Agreement shall govern.

17. Increases in AmeriCorps VISTA Payment Amounts During This Agreement

The parties to this Agreement are cognizant of the likelihood of future area-based "cost-of-living" increases to subsistence allowances, to which AmeriCorps VISTA members would be entitled, in the course of their service at the Sponsor. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, AmeriCorps VISTA members shall reflect and be adjusted to account for such general increases, in accordance with the Act and CNCS's regulations and procedures.

18. Cost Share Payment Provisions

a. Bi-Weekly Allowance Payments Made By CNCS to VISTA members. The Sponsor shall reimburse CNCS for bi-weekly payments to all cost-share VISTA members, covered by this Agreement, for their living allowances (i.e., monthly subsistence allowances) as stated in the Budget.

b. Reimbursement Schedule For Sponsor to Pay Back CNCS.

i. **CNCS Issues Monthly Invoices:** At the end of each month during which cost-share VISTA members are serving throughout the term of this Agreement, CNCS will provide the Sponsor with an invoice detailing the member allowance expenditures made by CNCS, on behalf of the Sponsor, in that month. The Sponsor will have 30 days to tender full reimbursement to CNCS of the total expenditures noted on the invoice.

ii. **Requirement For Full Reimbursement to Corporation By Due Date:** In accordance with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), CNCS's Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (31 CFR Parts 900 to 904), the Sponsor is required to fully reimburse CNCS for the expenditures that CNCS made to the cost-share VISTA member(s) on behalf of the Sponsor by the Due Date set forth on the Invoice. Also, under federal law, any expenditures that CNCS makes to the cost-share VISTA member(s) on behalf of the Sponsor is considered a debt of the Sponsor, and CNCS must try to collect the debt it is owed

iii. **Sponsor May Elect to Pay In Advance of Start of Project:** The Sponsor may elect to advance funds to CNCS for the Sponsor's cost-share of the member allowances, before the start of the Sponsor's project. In such a case, the monthly accounting invoice described directly above in paragraph 15.b.i. shall still be sent to

the Sponsor monthly and shall reflect paid charges incurred by the Sponsor against the advance.

c. Reimbursement Procedures For Sponsor to Pay Back CNCS.

All reimbursements made by the Sponsor to CNCS - i.e., monthly reimbursements and close-out payments for any amounts remaining due -- shall be paid through www.pay.gov. Within 45 days after the end of the project (whether by termination or by expiration of this Agreement), CNCS shall provide a final accounting of member allowance expenditures, together with a final invoice for any amount remaining due, pursuant to the Sponsor's cost-share Agreement. Payment of any invoice described above is due within 30 days of the date of the invoice.

d. Interest and Penalties For Non-Reimbursement And Delinquencies.

The parties to this Agreement understand that the reimbursement amounts that the Sponsor owes CNCS, as set forth in the invoices, discussed above in parts b. and c., are considered debts under Federal law and applicable regulations. As a federal agency, CNCS must comply with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), CNCS's Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (4 CFR Part II.). Accordingly, CNCS is required to try to collect all debts that it is owed. Such debts include any and all reimbursement amounts that the Sponsor owes CNCS.

The Sponsor is required to pay CNCS the full reimbursement amount set forth on each invoice, by the date specified on the invoice. Any reimbursement amount unpaid by the Sponsor to CNCS by the date specified on the invoice becomes a delinquent debt. A debt becomes delinquent the day after the date specified on the invoice for the full reimbursement amount.

The parties to this Agreement understand that to the extent that the reimbursement amount that the Sponsor owes CNCS, as set forth on the invoice, becomes delinquent, the Sponsor is subject to interest on that delinquent debt in accordance with the DCIA at 31 U.S.C. § 3717. To the extent the Sponsor's debt remains delinquent for more than 30 days, CNCS shall initiate action to collect such debt with interest. In addition, in instances where the Sponsor has such debt that remains delinquent for more than 90 days, CNCS shall also initiate action to collect administrative costs and penalties. Debt collection may include referral to the U. S. Department of the Treasury, Debt Management Services. The debt may also be collected by the Internal Revenue Service through the U.S. Department of the Treasury Offset Program (TOP).

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. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

Sponsor**Corporation for National and Community Service**

Electronically

Signed By: Raad, Samir

Title:

Date: 07-MAY-12

City of Portland

Address: 1221 SW 4th Ave
Portland, OR 97204-1900

Phone:

Sponsor Location Code Number: 61519

Sponsor DUNS Number: 054971197

Electronically

Signed By: Dailey, Amy

Title: State Program Director

Date: 07-MAY-12

Corporation for National and Community Service

Address: Oregon State Office
620 SW Main Street, Room 714
Portland, OR 97205-3030
Phone: (503) 326-3304

Electronically

Signed By: George, Michelle

Title: Research & Policy Development

Date: 08-MAY-12

Corporation for National and Community Service

Address: 1201 New York Ave. NW
Washington DC 20525

Phone: 202-606-6626