

## Youth Job Development Cooperative Agreement

This Cooperative Agreement is hereby made and entered into by and between Northwest Youth Corps, hereinafter referred to as "NYC", and the City of Portland, hereinafter referred to as the "Partner", under the authority; Oregon Revised Statutes 344.070, 344.075, 344.125, and 418.205.

Title: Cooperative Work Agreement

I. Purpose:

The purpose of this agreement is to document cooperation between the parties to benefit participants of NYC by providing opportunities for meaningful job training and workforce development, stewardship education, rehabilitation, and conservation of Oregon's public resources, while at the same time accomplishing work that contributes to and benefits the public lands and waters of Oregon. This agreement is entered into in accordance with the following provisions, and any incorporated project information, including attached **Exhibit A – Project Information Sheet.**

II. Statement of Mutual Benefits and Interests:

The Partner has responsibility to protect, conserve, rehabilitate or improve public lands, natural resources and recreational areas and is in a position to make available and benefit from, service and training opportunities for Oregon youth. The Partner finds it advantageous that NYC participants broaden and develop the scope of their work experience by performing public service projects hosted by the Partner.

NYC fosters life-long stewardship of Oregon's public lands and waters by offering opportunities for education, leadership, community service, and personal development, while providing a high quality public service in natural resource management and conservation through youth and young adult programs.

III. Under the terms of this Agreement, NYC shall:

- a. Be responsible for the recruitment, training and supervision of Corps participants ages 13 to 22.
- b. Ensure youth from all economic and cultural backgrounds are eligible for participation in the program.

- c. Provide job training, skill development, and academic credit for Corps members in the program.
- d. Provide trained adult Crewleader(s) for each crew to fully supervise participants while at any camp and/or service project site, and will provide necessary technical and safety training to Corps participants serving on projects.
- e. Handle all administrative records, payroll, and bookkeeping required for participants.
- f. Provide a project manager to coordinate work crews and facilitate communication between the parties.
- g. Provide crews with all necessary personal protective equipment and supplies unless otherwise stipulated in the Project Information Sheet.
- h. Provide the necessary camping supplies, food, educational materials, basic tools and equipment for completion of projects unless otherwise stipulated in the Project Information Sheet. NYC will accept tools and other equipment necessary for the completion of project(s) assigned by the Partner on a loan basis only and return them in the same condition received except for normal wear and tear.
- i. Provide all transportation for participants between assembly points and service project sites.
- j. Maintain all required worker's compensation and vehicle insurance as well as liability insurance limits of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate for bodily injury and property damage during the project.

**IV. Under the terms of this Agreement, Partner shall:**

- a. Provide necessary technical oversight for each service project to ensure work is completed according to specifications. This oversight does not include supervision of participants.
- b. Process requests for payments based on NYC's invoice within 30 days of submission. Project costs are detailed in **Exhibit A – Project Information Sheet**. The cumulative cost of all projects under this agreement shall not exceed \$25,000.
- c. Ensure that all legal and agency requirements associated with project design and implementation, e.g. permits, NEPA, have been met.
- d. Assure that the service project involves job training experiences for youth that are limited, short duration and are not intended to displace, duplicate, or replace the jobs of public or private employees involved in equivalent jobs or work tasks, impair existing contracts for services, or prevent the hiring of seasonal employees.
- e. Notify any labor organizations or worker's cooperative that represents employees who are engaged in similar work to be performed by youth participants of the intent to enter this cooperative agreement with NYC and afford them a reasonable amount of time, not to exceed 30 days, prior to the execution of the cooperative agreement, in which to make comments and objections to the Partner.

V. Under the terms of this Agreement, both parties agree:

- a. Any of the NYC's contributions made under this agreement do not by direct reference or implication convey Partner endorsement of NYC's products or activities.
- b. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, as it may apply to each Party, Parties agree to indemnify and hold each other harmless from any and all third party claims.
- c. Prior to the start of any project, the Parties will complete the Project Information Sheet, attached as Exhibit A, which will detail the scope of work and project costs. No project will commence until both Parties agree to the project as described on the Project Information Sheet.

VI. Standards for Finance and Recordkeeping:

- a. NYC shall provide complete, accurate, and current financial disclosures of the project or program accordant to General Accepted Accounting Principles.
- b. NYC shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, and unobligated balances.
- c. NYC shall maintain effective control over and accountability for all Partner funds, real property, and personal property assets. NYC shall keep effective internal controls to ensure all Partner funds received are allocated to the activities described in this agreement.

VII. Dispute Resolution:

- a. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures voluntarily to resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

VIII. Termination by Mutual Agreement: This agreement may be terminated in whole or part, as follows:

- a. When Partner and NYC agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. By 30 days written notice by either NYC or Partner to their counterpart setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.
- c. Upon termination, NYC shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible.

IX. Modifications:

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- a. Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed.

X. Principal Contacts

Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

**PARTNER**

Name: Deborah Lev  
 Address: 1120 SW 5<sup>th</sup>, Rm 1302  
 Portland, OR 97204  
 Email: Deborah.lev@portlandoregon.gov  
 Phone: 503-823-6183  
 Fax: \_\_\_\_\_

**NYC**

Name: \_\_\_\_\_  
 Address: 2621 Augusta Street  
 Eugene, OR 97403  
 Email: \_\_\_\_\_@nwyouthcorps.org  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

- XI. Authorized Representatives. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement, In witness whereof, the parties hereto have executed this instrument as of the last date written below:

**Partner**

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Organization

\_\_\_\_\_  
 Signature

APPROVED AS TO FORM

  
 CITY ATTORNEY 3/16/14

**Northwest Youth Corps**

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Date

Northwest Youth Corps

\_\_\_\_\_  
 Signature

## EXHIBIT A - PROJECT INFORMATION SHEET

Project Title: \_\_\_\_\_

Project Tracking Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Dates: \_\_\_\_\_

Scope of Work: (Please detail the type of work to be completed)

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Crew Commitment: (Please detail the size of crew, number of crews weeks, etc.)

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Additional Information : (Please detail any unique aspects for Partner or NYC )

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Cost:

Partner Cash: \_\_\_\_\_

NYC Match: \_\_\_\_\_

Project Total: \_\_\_\_\_

Partner will pay NYC upon billing – Net 30 days.