

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
FROM: WSU Jefferson County Extension
DATE: January 13, 2011
RE: Agreement with North Olympic AmeriCorps

STATEMENT OF ISSUE:

North Olympic AmeriCorps in association with Clallam county Family YMCA agree that an AmeriCorps project(s) shall be established with WSU Jefferson County 4-H to maximize resources available to the community and provide services to children and families served by the Host Agency (WSU Jefferson County 4-H).

ANALYSIS:

WSU Jefferson County 4-H agrees to provide meaningful, appropriate service duties, office space and supervision for the participating AmeriCorps Member. The Host Agency (WSU Jefferson County 4-H) will provide \$4,000 per AmeriCorps Member payable to North Olympic AmeriCorps in exchange for the AmeriCorps Member.


FISCAL IMPACT:

\$4,000 will be paid in exchange for 11 months of personnel support to 4-H.

RECOMMENDATION:

We request that three originals of this contract be approved and signed by the Jefferson County BOCC.

REVIEWED BY:



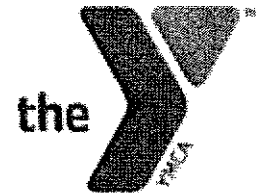
County Administrator

Date



North Olympic AmeriCorps

PO BOX 2653 - 348 East Park
Port Angeles, WA 98362
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MEMORANDUM OF UNDERSTANDING 2010-2011 Program Year

Clallam County Family YMCA, hereinafter referred to as the Program Operator and JEFFERSON CO H-H, hereinafter referred to as the Host Agency, mutually agree that an AmeriCorps project(s) shall be established with the Host Agency and Program Operator subject to the Responsibilities and general provisions embodied in this agreement.

I. PURPOSE

The Corporation for National and Community Service (CNCS) and the Washington State Commission for National and Community Service (WCNCS) have approved the North Olympic AmeriCorps project in Clallam and Jefferson County. The goal of the program is to maximize resources available to the community and provide services to children and families served by the Host Agency.

II. TIME FRAMES

- A. This agreement shall be in effect from 9/20/10 through 7/31/11, or until such time it is terminated by one of the undersigned parties.
- B. Positions becoming vacant after Member has served 15% or more of the their contracted hours may not be refilled due to program regulations imposed by the Corporation for National and Community Service.
- C. This agreement is subject to the availability of program funds.

III. RESPONSIBILITIES OF THE HOST AGENCY

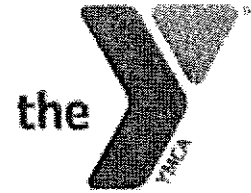
- A. The Host Agency is designating PAMELA ROBERTS to serve as its **agency supervisor and liaison** with the Program Operator. The Alternate Supervisor will be SUE HAY. This supervisor and/or alternate will comply with the duties and responsibilities as outlined in the AmeriCorps Supervisor Form.
- B. The Host Agency agrees to provide meaningful, appropriate service duties for SEAN AUSTIN MSY (Member Service Year) AmeriCorps Members (hereinafter referred to as (Member) who will be referred to the Host Agency by the Program Operator and selected by the Host Agency for participation in the Program. The Host Agency assures that the service activities (including working conditions, service location, supervision, etc.) will be in accordance with those described in the Members' Service Description created by the Host Agency.
- C. The Host Agency shall assign service activities, schedule service hours, and provide direct supervision, technical direction and sufficient work to enable the Members to





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maintain satisfactory service performance and achieve their contracted AmeriCorps service hours.

D. The Host Agency assures that Members will train, work or receive services in the buildings, surroundings and conditions which are safe and sanitary. Further, the Host Agency shall ensure that the Members meet the Host Agency's standards regarding qualifications for operating equipment or performing assignments. No service assignments shall violate any labor or safety law.

E. In the event that a Member is not making satisfactory adjustment to the work project, the Host Agency shall immediately contact the assigned Program Operator staff for assistance in resolving problems or removing barriers to successful project operation.

F. The Host Agency agrees to cooperate with the Program Operator in granting Members release time to attend team meetings, educational classes, special events or scheduled service projects. Members' ten (10) vacation days must be approved by both the Host Agency and the Program Operator.

G. The Host Agency will initiate, complete and assume the cost of all additional background checks not provided by the Program Operator (paragraph IV.B), that are required by Federal, State or local laws or regulations for the AmeriCorps Members to work with clients of the Host Agency, including children and young adults.

H. The Host Agency shall perform state criminal and sex offender background checks for all staff and volunteers that are providing program contributions (including in-kind) to the North Olympic AmeriCorps project.

I. The Host Agency shall provide adequate workspace, supplies, equipment and other tools and facilities as necessary for the Members' performance of their work assignments.

J. The Host Agency agrees to immediately report any Member accidents or injuries occurring on the job to the Program Operator.

K. The Host Agency agrees to cooperate with the Program Operator in completing evaluations for each participant, as required.

L. The Host Agency agrees to cooperate with the Program Operator in completing quarterly progress reports in a timely manner. These assessments will be based upon mutually agreed outputs, outcomes and activities that have been approved by the Program Operator as being suitable progress measures towards the Washington State Commission AmeriCorps federal grant.

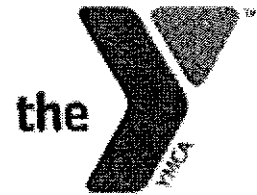
M. The Host Agency will provide **\$4,000 per MSY for each member** payable to the Program Operator within 60 days of receipt of an invoice for that amount. This money will be used towards the federally required program cash match. This money will only be expended exclusively towards the North Olympic AmeriCorps project.





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N. At the end of the AmeriCorps program year, the Host agency agrees that its pro-rated share of any unexpended cash match be carried over by the Program Operator to the following program year and either held in reserve for contingencies, or used to offset future cash match costs to the Host Agency. This shall also apply retroactively to unexpended cash match from prior program years.

O. The Host Agency agrees to cooperate with the Program Operator in providing monthly reports documenting such in-kind contributions as staff time and benefits, material, and facilities use.

P. If this Agreement is terminated for reasons of non-compliance on the part of the Host Agency, the Host Agency shall forfeit the unspent portion of its cash match.

Q. The Host Agency will consult with labor organizations representing its employees who do work similar to the members and obtain their understanding and concurrence.



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IV. RESPONSIBILITIES OF THE PROGRAM OPERATOR

A. The Program Operator shall, upon timely receipt of Member timesheet records from the Host Agency, process payroll information and provide living allowance checks to the Members within seven (7) working days after the end of the pay period.

B. The Program Operator will complete the following background checks prior to the members serving ANY service hours with a Host Agency. This does not preclude the Host Agency from complying with federal, state, and local laws as outlined in paragraph III.G.

- Washington State Patrol (WATCH)
- State patrol check from previous state of residence at time of application
- National Sex Offender Registry

C. Members will not be considered employees of the Host Agency or of the Program Operator, nor will they be considered Federal, State, County, or City employees within the meaning of the law administered by the U.S., State, or City Civil Service Commission. Members shall be stipended volunteers of the Program Operator, who is solely responsible for enrolling and terminating Members. The Program Operator shall pay and process all contributions to state industrial insurance, FICA, and federal income tax withholding. Participants are not entitled to Host Agency or Program Operator employee benefits.

D. Assigned Program Operator staff shall periodically counsel Members and shall be readily available to assist with Member problems.

E. Program Operator staff will provide an orientation, a copy of the AmeriCorps rules and regulations, and a signed copy of this agreement to all Host Agency personnel directly involved with the Members so that all requirements and program procedures are explained and understood.

F. Program Operator will provide an orientation, pre-service training, a Member Handbook (including AmeriCorps rules and Regulations), and a copy of this Agreement to all Members.

G. Program Operator will cover Members under its Labor and Industries Accident Insurance policy.

V. GENERAL REQUIREMENTS AND ASSURANCES

A. The Host Agency will not under any circumstance offer employment to an actively contracted Clallam AmeriCorps member.

B. The Host Agency will not provide cash compensation directly to a Member. Rather compensation is required in the form of vouchers or direct payment to a vendor (gas cards, food cards, etc ..)





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C. Members shall adhere to personnel practices of the Host Agency with respect to attendance, notification and basic Agency standards.

D. All Members are to be granted, with stipend, all holidays observed by the Program Operator. Members shall also be granted time off with stipend for verifiable jury duty, and active duty required for the Armed Forces Reserves.

E. No Member may be stationed at an Host Agency where a member of the Member's immediate family is employed in an administrative capacity which could influence a management decision.

F. No Member shall, on the grounds of race, sex, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination in any activity of the Host Agency. The parties herein agree to comply with all requirements imposed by the Civil Rights Acts of 1964, as amended.

G. Members shall not participate in partisan political activity of any kind or support any candidate running for public office while on the job. The Host Agency assures compliance with Hatch Act. Members may not be engaged in voter registration or school levy activities.

H. Members shall not assist, promote, or deter union organizing or engage in organizing or engaging in protests, petitions, boycotts, or strikes while performing their service activities.

I. The Host Agency assures that participant funded through the Program will not displace regularly employed workers in the Agency:

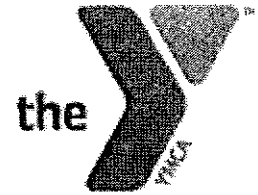
- The Host Agency may not displace an employee or position, including partial displacement such as reduction in hours, wages, benefits, as a result of the use of a Member.
- The Host Agency may not create an AmeriCorps community service position that will infringe in any manner on the promotional opportunity of a Host Agency employee.
- A Member may not perform any services or duties or engage in any activities that would otherwise be performed by an employee as part of the regularly assigned duties of such employee.
- A Member may not perform any services or duties or engage in activities that supplant the hiring of employed workers or that are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedure.
- A Member may not perform services or duties that have been performed by or were assigned to any presently employed worker; an employee who recently resigned or was discharged; an employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or





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applicable personnel procedure; an employee who is on leave (terminal, temporary, on vacation, emergency, or sick); or an employee who is on strike or is being locked out.

J. Members may not engage in religious instruction, conduct worship services, provide 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;

K. Under no circumstance will any Member transport any child under the authority of the Host Agency in his/her personal vehicle.

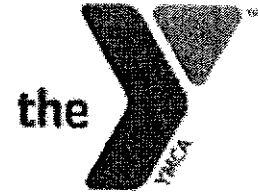
L. The Host Agency and Program Operator must have adequate liability coverage, including coverage of Members engaged in on- and off-site project and training activities.





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VI. AMENDMENT AND TERMINATION

This agreement may be amended by the mutual consent of the parties hereto upon notification of intent to amend. Termination of this agreement may be accomplished by either party upon reasonable grounds. The parties hereto have caused this agreement to be signed on their behalf by their authorized representatives.

North Olympic AmeriCorps c/o YMCA
Program Operator

PO BOX 2653

Mailing Address

Port Angeles, WA 98362

City, State, Zip

NSU JEFFERSON Co. A-H

Host Agency

201 W PATISON ST

Mailing Address

PORT HADLOCK, WA 98339

City, State, Zip

Signature

Date

Jacques Livingston, Program Director

Printed Name

Signature

Date

JOHN AUSTIN, CHAIRMAN

Printed Name

JEFFERSON COUNTY COMMISSIONERS

John Austin 12/22/10

