

**Standard Form Authorization
Salt Lake County Contract No
District Attorney No. 2008-5038**

AGREEMENT FOR SERVICES

ABUCECH

**AMERICORPS PROGRAM
(Including funding provisions)**

THIS AGREEMENT is made and executed as of the _____ by and between SALT LAKE COUNTY (“COUNTY”), a body corporate and politic of the State of Utah, by and through its Division of Community Resources and Development (“CRD”), and _____ (“HOST ORGANIZATION”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the COUNTY has entered into a grant agreement with the State of Utah to supervise within Salt Lake County an AmeriCorps Program (“Program”); and

WHEREAS, the above-mentioned grant agreement authorizes the COUNTY to contract with other entities, public or private, for services in support of the Program; and

WHEREAS, the Parties intend to fully comply with the express and implied intent of the National and Community Service Act of 1990, 42 U.S.C. § 12501 et seq. (the “Act”), as well all applicable federal, state, and local statutes, ordinances, and regulations; and

WHEREAS, the HOST ORGANIZATION intends to transfer funds to the COUNTY to assist the COUNTY in administering the Program.

NOW THEREFORE, by virtue of the authority recited and the mutual promises contained herein, the Parties agree as follows:

GENERAL PROVISIONS

1. Duration: This agreement shall be effective as of _____ through _____ .
2. Jurisdiction: The provisions of this agreement shall be governed by the laws of the State of Utah and the Ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings,

shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Salt Lake County, State of Utah.

3. Conflict of Interest: The HOST ORGANIZATION represents that none of its officers or employees are officers or employees of the COUNTY unless such fact has been disclosed as required by the Utah Public Officers' and Employees' Ethics Act, § 67-16-1 et seq. (1953 as amended).
4. Termination: The parties may terminate their nonmonetary obligations under this agreement at any time with or without cause by giving 30 days written notice to the other party. All outstanding accounts and payments will be processed according to the terms and arrangements set forth herein for approved services rendered as of the date of termination.
5. Separability Clause: A declaration by any court, or any other binding legal source, that any provision of this agreement is illegal or void shall not affect the legality and enforceability of any other provision of this contract, unless such provisions are mutually dependent.

SPECIAL PROVISIONS

1. COUNTY'S DUTIES: The COUNTY agrees to provide the services and resources described in Attachment A and to comply with the requirements of the AmeriCorps Provisions set forth in Attachment C. Both attachments are incorporated and made a part of this agreement.
2. HOST ORGANIZATION'S DUTIES: The HOST ORGANIZATION agrees to provide the services and resources described in Attachment B and to comply with the requirements of the AmeriCorps Provisions set forth in Attachment C. Both attachments are incorporated and made a part of this agreement.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

By: _____

Title: _____

Date: _____

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On the ____ day of _____, 20____, personally appeared before me
_____ who being duly sworn, did say that she/he is the
_____ of _____ a _____
and that the within and foregoing instrument was signed for and in behalf of such
_____ by authority of resolution, bylaws or codified laws applicable to
aforementioned organization and _____ duly acknowledged to
me that said contract was duly executed.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

ATTACHMENT A

The COUNTY shall:

- (a) Provide _____ AmeriCorps Member(s) (“ACMs”) to serve on behalf of the HOST ORGANIZATION.
- (b) Provide for education awards to ACMs who fulfill their commitment to the Program. To receive such awards, ACMs must (1) complete 1700 hours within the service term, and (2) receive satisfactory performance reviews.
- (c) Provide program staff for consultation with the HOST ORGANIZATION staff on decisions or problems concerning ACMs.
- (d) Direct the Program by furthering recruitment, tutoring, and lawful services to lower income groups as set forth in its AmeriCorps state application.
- (e) Provide program staff for overall supervision of ACMs including individual conferences.
- (f) Maintain for three (3) years verifiable records documenting each ACM’s eligibility to serve and any other information relating to each individual member.
- (g) Conduct criminal background checks prior to ACM placement on all ACMs who, during the course of their service, will have substantial direct contact with children or who will perform service in the homes of children or individuals considered vulnerable, as determined by the COUNTY, to the extent permitted by state and local law. The COUNTY shall maintain the results of these background checks in the individual ACM files.
- (h) Provide an orientation at the beginning of each ACM’s term of service.
- (i) Provide Worker’s Compensation Insurance for ACM’s as required by Utah Code Ann. § 67-20-3(1).
- (j) Provide a Health Care policy to full-time ACMs who are not otherwise covered by a Health Care policy at the time of enrollment into the Program.
- (k) Provide childcare to full-time ACMs who require it.
- (l) Provide liability insurance for ACMs which covers both on-site and off-site Project activities.
- (m) Consult with, prior to ACM placement, local labor unions which represent employees of the HOST ORGANIZATION or employees in the area served by

the Program to insure compliance with the non-displacement requirements set forth by federal regulation.

- (n) Allow ACMs who have served for at least twelve (12) months and 1250 hours to take leave in accordance with the Family and Medical Leave Act.

ATTACHMENT B

The HOST ORGANIZATION shall:

- (a) Provide the COUNTY with _____ Dollars) in consideration of the services provided by the COUNTY to the HOST ORGANIZATION (including but not limited to the services set forth in Attachment A) to offset the COUNTY's costs associated with administering the Program. The COUNTY will bill the HOST ORGANIZATION quarterly for such funds.
- (b) Provide the funds as set forth in subsection (a) of this attachment even if the HOST ORGANIZATION terminates this agreement pursuant to Section 4 of the General Provisions contained in this agreement. The COUNTY has no obligation to refund any funds on a pro rata, or any other, basis in the event of such termination by the HOST ORGANIZATION.
- (c) HOST ORGANIZATION agrees not to hire any AmeriCorps members to work at their agency until said member or members have completed their terms of service.
- (d) Provide the funds as set forth in subsection (a) of this attachment even if one, or more, of the AmeriCorps Members ("ACMs") assigned to work for the HOST ORGANIZATION terminates his or her relationship with the Program. If one, or more, of the ACMs assigned to perform services for the HOST ORGANIZATION does terminate his or her relationship with the Program, the COUNTY will have no obligation to replace such ACM.
- (e) Maintain accurate time records and forward copies of each ACM's time records to the COUNTY on a timely basis.
- (e) Provide day-to-day supervision for the ACMs.
- (f) Release ACMs from routine duties to attend special events, workshops or training planned for them by AmeriCorps staff.
- (g) Prevent ACMs from performing duties that will supplant the hiring of an employed worker or workers or require services that have been performed by or were assigned to any presently employed worker, a recently discharged or resigned employee, an employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures, an employee currently on leave, or a striking or locked-out employee.
- (h) Not require or permit ACMs, during the course of their service, to:
 - (1) Engage in efforts to influence legislation;
 - (2) Organize or engage in protests, petitions, boycotts, or strikes;

- (3) Assist, promote, or deter union organizing;
 - (4) Impair existing contracts for services or collective bargaining agreements;
 - (5) Engage in partisan political activities or other activities designed to influence the outcome of an election;
 - (6) Participate in, or endorse, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 - (7) Engage in religious instruction, conduct worship services, or provide any direct benefit to religious activities unless grant funds are not used to support the religious activity; or,
 - (8) Engage in any organized fund raising including, but not limited to, financial campaigns, endowment drives, solicitation of gifts and bequests, and similar activities designed for the sole purpose of raising capital or obtaining contributions for the HOST ORGANIZATION unless the COUNTY determines, and approves in writing, that such activity complies with the AmeriCorps regulations.
- (i) Indemnify, defend, and hold the COUNTY harmless for any injuries or damages arising out of the HOST ORGANIZATION'S acts or failure to act.
 - (j) Ensure the safety of all ACMs and prevent ACMs from participating in projects that pose undue safety risks.
 - (k) Comply, as applicable, with U.S. Office of Management and Budget ("OMB") Circulars A-87, A-102, A-110, A-122, and A-133.
 - (l) The contractor shall register and participate in the Status Verification System before entering into a contract with the county as required by Utah Code Section 63G-11-103(3). The Status Verification System is an electronic system operated by the federal government through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority pursuant to 8U.S.C.1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. The contractor is individually responsible for verifying the employment status of only new employees who work under the contractor's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. The contractor shall comply in all respects with the provisions of Utah Code Section 63G-11-103(3). Failure to so comply on the part of the contractor may result in the immediate termination of its contract with Salt Lake County.
 - (m) Should members need to use their private vehicles for travel related to their duties HOST ORGANIZATION will provide mileage reimbursement.

ATTACHMENT C

AmeriCorps Provisions

