



**AGREEMENT BETWEEN
THE STUDENT CONSERVATION ASSOCIATION, INC.
AND
MECHANICSBURG BOROUGH**

SCA AGREEMENT NUMBER:	AGMT 00736661
TERM OF AGREEMENT:	08/05/2024-08/09/2024
TOTAL ESTIMATED COST TO PARTNER:	\$3,859.18
NUMBER OF MEMBERS/LEADERS:	8 Members / 2 Leaders
ESTIMATED DAYS TO BE SERVED:	4 Days

This Agreement, effective March 11, 2024 is made and entered into by and between The Student Conservation Association, Inc., a nonprofit New York corporation, with its principal place of business at 1310 N. Courthouse Road, Suite 110, Arlington, VA 22201 (“SCA”), and Mechanicsburg Borough 36 W Allen St Mechanicsburg PA 17055; (“Partner ”), who collectively may be referred to, for the purposes of this Agreement, as the Parties.

1. BACKGROUND

The SCA is a nonprofit organization which fosters life-long stewardship of the environment by offering opportunities for education, leadership and personal development to its participants while providing a high quality public service in natural resource management and conservation. SCA recruits, trains and places qualified youth to serve in environmental conservation projects as members of the SCA conservation corps program.

The Partner is Mechanicsburg Borough. The Partner wishes to engage an SCA Conservation Corps consisting of 10 Corps Members, for 4 days of service starting on or about August 05, 2024 and ending on or about August 09,2024.

Site Location: 36 W Allen St Mechanicsburg PA 17055

SCOPE OF WORK:

Trees for All - Tree Inventory & Care - Inventory, prune, remove, and plant trees in the Borough to support the IRA funded Trees for All urban canopy revitalization project.

TERMS AND CONDITIONS

2.1 SCA agrees:

- a. To recruit, select and place a qualified Corps Members to undertake the project.
- b. To manage the team and to implement the Project activities as described in this Agreement and Attachment 1, which are incorporated herein by reference;
- c. To provide food, tools, vehicles, and equipment necessary to complete the projects
- d. Staff support: Staff members are responsible for all supervision of the corps members as needed.
- e. To provide an AmeriCorps Educational Award to qualifying SCA members, but only if and when made available by the Corporation for National and Community Service

2.2. The Partner agrees:

- a. To provide site and project work specifications, technical assistance as required, and to collaborate with the SCA staff as mutually agreed to carry out Project work;
- b. The Partner Agrees to pay SCA \$3859.18. SCA will present one (1) invoice at the start of the Project for costs and obligations undertaken for the Project. The Partner agrees to make payment to SCA within 30 days of the date of such invoice. In the event any invoice remains unpaid for more than 30 days, the Partner agrees to pay SCA an interest charge on the outstanding balance at the rate of 1% a month from the date the invoice was rendered. **Invoices shall be sent to:** Luke Arnold,717-691-3310 x109, larnold@mechanicsburgpa.org
- c. All necessary building materials and supplies to be purchased for the projects.
- d. Stewardship projects appropriate for SCA member (safe projects which use the members training).
- e. To permit SCA members to wear an approved SCA uniform during their term of service.

- f. If required by federal, state, municipal or local subdivision law or regulations, to arrange for all permits, licenses, and approvals and other administrative or governmental clearances necessary with regard to the administration of the project.
- g. Provide verbal feedback and written evaluation of the members' performance during and at the completion of the project.
- h. To provide copies of relevant regulations, research protocols and procedures in advance of the program which Conservation Corps must observe; and to provide maps and other helpful information about the area and the Partner.
- i. To arrange for all permits, licenses and approvals, and other administrative or governmental clearances required by federal, state or local subdivision law or regulations, necessary to plan or administer the project. In the event the project may affect or be carried out on property owned by a person, agency or organization other than the Partner, the Partner shall obtain in writing, prior to project activities, the necessary permission to enter upon the property and carry out the project.
- j. To ensure that the Conservation Corps duties match the position description in this Agreement, and to ensure that any member enrolled as an SCA AmeriCorps member does not engage in activities that are prohibited under AmeriCorps program eligibility requirements set forth at 45 CFR Part 2520, including 45 CFR 2520.40, 2520.45, 2520.65 and 2540.100. Prohibited activities include any tasks which: Supplant or displace an employee or volunteer; Provide a direct benefit to a business organized for profit, a labor union or a partisan political organization; Involve religious instruction or activities; Involve conducting a voter registration drive; Involve any advocacy for or against proposed legislation, a political party or candidate, or any other potentially partisan activities; or Provide abortion services or referrals for receipt of such services. AmeriCorps members may participate in fundraising activities only if such activities are directly in support of their specific program's service activities, and provided that such sales or fundraising activities occupy less than ten percent of the member's originally agreed-upon term of service, as reflected in their member enrollment; and further provided that the fundraising or sales activities do not include any of the following: Writing a grant application to the Corporation or to any other Federal agency; Raising funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment; or any other activity in violation of AmeriCorps requirements.

2. PROGRAM CONDITIONS

3.1 The parties mutually agree:

- a. SCA members shall not be assigned law enforcement or firefighting duties; and shall not be permitted to handle or discharge any firearms or explosives unless provided explicit permission by SCA's Executive Program Director.
- b. SCA agrees to accept any extra tools, materials, equipment and facilities furnished by the Partner on a loan basis only, and such items shall, where applicable, be returned in the same condition received except for normal wear and tear in project use.
- c. SCA members over eighteen (18) years of age may be allowed to drive a vehicle that is owned, rented, leased or loaned by or to the Partner only when (i) the vehicle is used with written permission of the Partner site supervisor and only for official agency use; (ii) the driver is properly licensed and qualified to operate the vehicle; (iii) the Partner maintains, and the driver is made aware of the requirements of, a safe driver policy; (iv) both the driver and the vehicle will be covered by an insurance policy maintained by the Partner for the use of such vehicle and (v) subject to any additional Partner policies and regulations.
- d. The Partner shall have the right to require the removal of any SCA member on the basis of unacceptable performance and/or conduct problems. SCA shall have the right to withdraw any SCA member if the Partner fails to provide sufficient and appropriate project assignments, safe conditions, appropriate housing, training, or project oversight. Provided there is no imminent threat to safety or health, the relevant party shall, prior to taking such corrective action, take the following steps: document the problem in writing, provide prior notice to the other party, and provide the other party with an opportunity to take corrective action.
- e. SCA shall assist the Partner in its investigation, whenever required, of any accident or incident involving any SCA member under this Agreement. In the event of such an accident or incident, SCA shall be deemed a temporary consultant for purposes of such investigation, and shall be provided access on a confidential basis to all investigative records and reports compiled or prepared by the Partner concerning such an accident or incident.
- f. The Partner shall not hire any SCA member as an employee of the Partner prior to, or during, the SCA member's service as a corps member.

- g. This Agreement contains the entire agreement of the parties and may only be amended by written agreement, signed by both Parties.
- h. No Assignment - Except as otherwise expressly provided herein, this Agreement is not assignable by any party and no payment to be made hereunder shall be subject to assignment.

3. INSURANCE

SCA shall maintain its current general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage, subject to the usual and customary policy conditions (including standard exclusion on vehicles licensed for highway use and on property in the care, custody and control of the policyholder). The Partner shall be named as an additional insured. For the purposes of workers compensation claims, responsibility and coverage are borne by SCA and the Partner shall pay SCA \$14 per week to reimburse SCA for workers compensation insurance costs. This charge will be included in costs referenced in Section 5.

4. INDEMNIFICATION

The Parties each shall indemnify and save harmless the other party from all claims, suits and actions for or on account of any injuries or damages occasioned by the other party's act of negligence or by the act of negligence of any its employees or volunteers and at its own cost and expense shall defend any and all such claims, suits or actions. For the right of indemnification in favor of any party to remain in effect, that party (the notice party) shall give the other party (the recipient party) prompt written notice of any claim or threat of a claim which may give rise to such right of indemnification. The notice party shall give the recipient party the opportunity to defend any such claim or proceeding being defended. Without the recipient party's written consent, the notice party shall not settle, compromise or adversely affect in any manner the defense of such claim.

5. COMPLIANCE

- a. SCA and the Partner shall assist each other in any investigation, whenever required, of any accident involving any SCA Interns under this Agreement. In the event of such accident, SCA shall be provided access on a confidential basis to all investigative records and reports compiled or prepared by the Partner concerning such accident.
- b. When in the opinion of the Partner or the SCA, any health or safety violations occur, or there is performance below mutually agreed upon standards, the Partner or SCA, as the case may be, shall notify the other party to take **corrective action**.

- c. This Agreement may be terminated at any time by mutual agreement of the parties or by unilateral decision of either party provided - at least thirty (30) days written notice is given to the other party. Upon such written notification, SCA will invoice the Partner for expenses and obligations incurred to date. Amendments to the Agreement may be proposed by either party and shall become effective upon written approval by both parties.
- d. The Partner may request the removal of any SCA Corps Member on the basis of unacceptable performance and/or misconduct. SCA reserves the right to withdraw any SCA Corps Member when the Partner fails to provide sufficient and appropriate service-work assignments, safe working conditions, appropriate housing, training, or project supervision.
- e. Matt Gray, VP of Program, mgray@thesca.org , is hereby designated to serve as SCA's representative with the Partner in implementation of this Agreement.
- f. Luke Arnold, 717-691-3310 x109, larnold@mechanicsburgpa.org will serve as the Partner's representative in implementation of this Agreement.
- g. The terms of this Agreement shall be construed in accordance with the laws of the State of Pennsylvania.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the dates set forth below.

**THE STUDENT
CONSERVATION
ASSOCIATION, INC.**

MECHANICSBURG BOROUGH

By: _____

By: _____

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Name: Matt Gray
Title: VP of Program
Date:

Name:
Title:
Date:

ATTACHMENT 1
SCA
&
ORGANIZATION

Project Overview

Timeline

Supervision

The team will be administratively supervised by the SCA Program Manager, Will Kirkpatrick.

Description

Total Cost to Partner

\$XX.XX

Exhibit B: Budget