AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of County Manager's Signature; Mounta

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Requesting ratification of County Manager's signature on the Host Site Agreement between Gunnison County & Mountain Roots

Fiscal Impact:

Submitted by: Liz Mense **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 1/2/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 1/2/2019 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2019

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 1/8/2019

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY GUNNISON, CO

HOST SITE AGREEMENT

Service Year 2019

This AGREEMENT (the "Agreement") is for the **Healthy Futures AmeriCorps Program** (herein after referred to as "The Program"), officially a project of Trailhead Institute, for the Service Year 2019, by and between Mountain Roots Food Project (herein after referred to as "Mountain Roots"), a nonprofit 501(c)(3) organization with its principal place of business at 107 E Georgia Avenue, Suite 3B, Gunnison, CO 81230, and BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY GUNNISON, CO (Host Site"), located at 225 NORTH PINE STREET GUNNISON, CO 81230.

Site Supervisor is as Follows:
**In the event of change of staff, this agreement is to be reviewed by incoming supervisor.*
Site Supervisor: MARGARET WACKER, Title: COMMUNITY SERVICES SUPERVISOR.

WHEREAS, Mountain Roots is a 501(c)(3) non-profit organization whose mission is to cultivate a resilient food system in the Gunnison Valley by enhancing healthy connections between earth, food, and community;

WHEREAS, Mountain Roots is responsible for programmatic management of the Healthy Futures AmeriCorps Program to build social, economic, and environmental sustainability in Gunnison County and neighboring rural southwestern Colorado counties;

WHEREAS, Host Site wishes to work with Mountain Roots to be a host site for AmeriCorps Service Member(s), working toward the common goals of social, economic, and environmental sustainability;

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

Terms of the Contract

This Agreement shall become effective on the 1st day of January 2019 and shall terminate on the 31st day of December 2019, unless terminated early by either partner. Any early termination of the Host Site Agreement between the Program and the Host Site will result in the termination of all provisions within this Host Site Agreement, with the exception of financial obligations outlined in Section III.

Specific Member Activities for each Host Site Organization are outlined Member Service Agreement.

Mountain Roots Healthy Futures AmeriCorps Program shall enter into an Agreement with each Member placed with the Host Site as a part of the AmeriCorps Program. A copy of the Member Agreement is provided to the Host Site and includes the terms and conditions of the Member's service. Host Sites shall make no modifications to the printed language of the Member Agreement without prior approval of the Program.

I. The Program (Mountain Roots) Roles and Responsibilities

The Program is designed to infuse the Western Colorado region with human resources needed to bridge gaps between specific community needs and the resources that are available to meet those needs, with common regional goals around building community food security, by promoting sustainability, equity, and health in our communities and our environment.

The Program will fulfill the following:

1. Meet the AmeriCorps Program goals and attempt to meet Performance Measure targets as set by the grant award.
2. Employ an AmeriCorps Program Director to oversee the program and assist Host Site representatives and members throughout the program year. (The Program Director will be the representative of Mountain Roots Healthy Futures AmeriCorps Program with respect to all references to the Program herein, unless otherwise specified).
3. Pay the AmeriCorps Member's bi-weekly living allowance; provide health care benefits to qualified members, service gear, and other fringe benefits as deemed necessary for program compliance.
4. Serve as the primary provider of orientation, training, and technical assistance for AmeriCorps Members and Host Site Organizations throughout the program year. These activities include:
    a. Lead and manage AmeriCorps Member recruitment and placement with the Host Site Organization(s);
    b. Develop and implement AmeriCorps member trainings as required by the grant, including member training sessions, member orientation, and member retreats;
    c. Provide Host Site Orientation for information on National Service program goals, operation, and objectives, service activity reporting on personnel policies, grievance procedures, and supervision of AmeriCorps Members;
    d. Plan and conduct Host Site training and monitoring, including periodic site visits from the Program Director to ensure program quality and compliance.
5. Develop and distribute forms for effective evaluation, compliance, and continual improvement of the Program. This includes:
    a. Time/Activity Reports
    b. Monthly, Mid-term, and Annual Performance Measure Reports
    c. Member Evaluations (monthly) and Training Session Evaluations (completed at the end of training)
    d. Host Site Cost Share Invoicing (quarterly)
6. Maintain and update member service records including:
    a. Program enrollments, member eligibility, background checks, member agreements, status changes, and exit forms as required by the Corporation for National and Community Service (CNCS).
7. Provide accounting and fiscal management services through Trailhead Institute.

II. The Host Site Organization Roles and Responsibilities

Host Sites are the primary contact with the AmeriCorps Member. It is the responsibility of the Host Site to train, manage, and mentor the AmeriCorps Member. Mentorship should be mutually beneficial to enhance the strengths of the member and the organization.

Failure to meet the following obligations as a Host Site may lead to discontinued support for service by the Program Operations Staff.

As an AmeriCorps Member Host Site it is the responsibility of the Host Site to fulfill the following:

1. Designate a Host Site Supervisor who is the primary point of contact and will serve as the direct supervisor who oversees the Member's service and performance. The Program expects that the site supervisor has previous experience in supervision, manages day to day operations in the program area where the members serves, and creates the necessary time to supervise the members. Contact and alert Program Director for any changes in member supervision immediately.
2. Host Site Supervisor will provide full and complete supervision in accordance with their own policies and procedures and the policies and procedures of the Program, Serve Colorado, and the CNCS, including the following activities:

a. Participate in recruitment, interviewing, and selection process for your member.
b. Develop an On Site Orientation and Training Plan (OSOT) for your member. Provide necessary training opportunities for AmeriCorps Members to be able to perform their specific site tasks.
c. Develop a Member Action Plan (MAP) for your member.
d. Participate in (3) mandatory host site supervisor group orientation trainings, in person.
e. Participate in monthly host site supervisor meetings -- attend virtual monthly meetings via web-based meeting platform; and participate in at least one site visit from the program director at your location.
f. Provide daily direct supervision for the Member. A weekly meeting (check-in) is required between Member and Supervisor.
g. Complete planning, training, and member evaluation required by the Program, including mid-year and annual reporting and evaluations of the assigned members. Signatures will be required for the member activity reports, mid-year/year end reports.
h. Approve and sign members' time tracking / service logs each reporting period. By signing each service log, the site supervisor is certifying that the member's hours are accurate. Service logs must reflect time spent on training, fundraising and program activities.
i. Complete Program Report forms, provided by the AmeriCorps Program Director, on a quarterly basis and submit to the AmeriCorps Program Director;
j. Maintain Performance Measure Reporting for Member Service mid-term and final reporting.
k. Inform the Program Director if a Member has violated the terms of their contract in some way (unprofessionalism, repeated tardiness, not turning in work on time, etc). All disciplinary actions (verbal or written) must be handled in conjunction with the AmeriCorps Program Director, documented, with the documentation to be kept in the member's file. All disciplinary actions MUST involve the AmeriCorps Program Director. Host Sites cannot terminate members for any reason.

3. The Host Site Organization agrees to appoint a representative to attend Program meetings, and conduct the business of AmeriCorps Member supervision and activity reporting. Failure to attend 75% of the required meetings during the program year without prior notice may constitute a de facto resignation from the Program and members may be re-assigned to another site. Alternate representatives are permissible provided they are empowered to act for the Organization on the business of AmeriCorps service.
4. Ensure that members are provided with meaningful service opportunities and activities assigned, they are directly related to the members' direct service activities as described in the position description.
5. Provide adequate resources to fulfill the program goals as well as the goals of the Host Site Organization and the individual goals of the members. These resources may include, but are not limited to: administrative support, site-specific training, the use of a computer, telephone, fax machine, supplies, postage, copier, desk, and office space.
6. The Host Site Organization will permit members to attend all training sessions required by the AmeriCorps Program including but not limited to: January Start of Service Orientation and Training (Gunnison), May Member Training, and the October Member Retreat (Denver). Permit members to attend other professional development opportunities and Program member meetings as necessary.
7. The Host Site Organization allows AmeriCorps Members to participate in Days of Service, i.e., Martin Luther King Day of Service, National AmeriCorps Week, 9/11 Day Of Service and Remembrance, Cesar Chavez Day, Make A Difference Day, should activities be organized in the communities where the Members are in service.
8. The Host Site Organization understands if a member is not retained for the full length of service, the site may or may not receive a replacement. Member activity will be suspended and reevaluated the following year.
9. The Host Site Organization may not compensate the Member in the form of salary or other direct monetary compensation beyond the living allowance that the Member is receiving from the Program, unless the compensation is for transportation reimbursement between service sites. Indirect monetary compensation in the form of decreased costs such as paying for bus passes, offsetting rent charges, and gift cards are acceptable.
10. The Host Site Organization may not hire members onto their staff before they have successfully completed their term of service.

11. The Host Site Organization will ensure that members An AmeriCorps Member may spend no more than 10% of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, (see 45 CFR §2520.40). Members do not participate in the following fundraising activities:
    a. Raising funds for his/her living allowance or the host site cost share.
    b. Raising funds for an organization's operating expenses or endowment.
    c. Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service.
    d. Writing grant applications for funding provided by any other federal agencies.
12. The Host Site will acknowledge the presence of Mountain Roots Healthy Futures AmeriCorps members serving at the site with a visible AmeriCorps sign displayed at the member's primary service site.
13. The Host Site references and promotes the "Mountain Roots Healthy Futures Program" in any internal or external communications that reference projects that include Member service activities.
14. The Host Site must attempt to use Corporation approved language when referring to their Member.

USE	DON'T USE
AmeriCorps Member	AmeriCorps volunteer, volunteer, staff, AmeriCorps worker, or employee
Living Allowance	salary, paycheck, or pay
Serve or service	job, work
Service position	job, work, employment
Service Site	jobsite, workplace
Position Description	job description
Education Award	scholarship

15. As Program Members are not employees of the Host Site all products created by the Member such as curriculum or other materials are owned by the Program and may be shared with Program staff, Program partners within the Healthy Futures Program network, and/or posted for public use on the program website at the sole discretion of the Program.
16. The Host Site understands photographs, audio recordings, videos, or film of the Host Site in conjunction with AmeriCorps Program can be used by the Commission (Serve CO) and/or the Program without the Host Site's express permission. The Host Site foregoes any rights to royalties in conjunction with photographs, audio recordings, video or film.
17. Both parties to this Host Site Agreement shall make every reasonable effort to ensure that the health and safety of the AmeriCorps Members are protected during the performance of their assigned duties. Neither the Program nor the Host Site shall assign or require Healthy Futures AmeriCorps Members to perform duties that would jeopardize their safety or cause them to sustain injuries.
18. The Host Site Organization will ensure that members immediately receive necessary first aid and transportation to the nearest place of proper treatment upon the occurrence of injury. The Site Supervisor and the Host Site Organization are responsible for ensuring that members immediately receive necessary first aid and transportation to the nearest place of proper treatment upon the occurrence of injury. Furthermore, the Host Site acknowledges that the Program does not provide health insurance for less-than-full-time AmeriCorps members.
19. The Host Site Organization agrees to provide conflict resolution of disputes and/or grievances related to service with the organization per section XI of this Agreement. If a resolution is not reached the member and the organization will seek assistance from the Program Director of the Program. If a resolution is still not resolved, the member may seek outside mediation or resolution as stated in the Program Grievance Procedures.

20. The Host Site Organization agrees to act at all times in accordance with all applicable state and federal laws and regulations pertaining to AmeriCorps and agrees not to ask members to participate in activities prohibited for AmeriCorps members, including:

    a. Including the Drug Free Workplace Act:
        i. The unlawful manufacture distribution, dispensation, possession, or use of controlled substance is prohibited while serving as an AmeriCorps Member.
        ii. As a condition of AmeriCorps service, the member must abide by the terms of this prohibition and must notify the Program Director of any conviction under a criminal drug statute no later than five (5) days after such a conviction.
        iii. Specific actions will be taken against the Member for violations of this prohibition, including personnel actions up to and including termination, and/or the requirement to satisfactorily participate in a drug abuse assistance or rehabilitation program.
    b. Civil Rights Requirements.

The Program will work with the Organization for program compliance. If the Organization is not able to comply with program requirements, a three-step action plan will be implemented.

a. The Program delivers a written notice of default.
b. The Program and Host Site Organization creates a mutually agreed develop plan and timeline for the organization to build compliance.
c. The Host Site Organization is expected to address changes and the Program must see improvement within the identified development plan timeline.
d. If the Organizations are unable to correct the default, it is the discretion of the Program to suspend the Member activity until further notice.

III. Financial Obligations

1. The Host Site Organization agrees to pay Mountain Roots Food Project a host site cost share fee to meet the organization's matching funds for living allowances, benefits, or other agreed costs as they may apply to the Member(s) serving the organization.
2. The Host Site will pay the costs share, and $250 per member Program deposit. The Host Site is responsible for the entirety of the share for the term of the member.

    a. For full-time member, the cost share is $9500.
    b. For half-time member, the cost share is $4,750.
    c. For a ¾-time member, the costs share is $7,200.
    d. For a reduced time member, the cost share is $2,400

3. The Host Site will receive an invoice for the cost share on a quarterly basis, unless special arrangements are made. Quarterly payments for your Member are due the 1st day of the Quarter in which the member begins service. Late charges will be added to any site fee that is not paid within 30 days of the invoice.
4. Federal dollars cannot be used as the source for the cash match, unless the site provides a written statement from their federal funder stating that the federal funder consents to its funds being used as match for another federal program.
5. If a member cannot be placed at the site due to changes in federal AmeriCorps funding, no site fee will be charged.
6. A Member who ends their term of service early for compelling personal circumstances and who has served at least 15% of their 1,700 service hours is eligible for a pro-rated education award that corresponds to the percentage of hours served. The Host Site cost share will be pro-rated in proportion to the member hours served.
7. If the Member's term of service is terminated early for cause, or for any reason other than a release for compelling personal circumstances, the Member will no longer receive a living allowance or other Member benefits and will

receive no portion of the education award or interest payments. The host site will be responsible for completing payment of the cost share in proportional to the member hours served. No refunds will be given.

IV. Standards of Service

AmeriCorps members are expected to conduct themselves and their affairs in a manner that is honest, ethical, and with good intent. Members should conduct themselves in a manner that brings good rapport for themselves, the organization they serve, and the AmeriCorps experience. Service can be terminated for cause, or suspended if they engage in Prohibited Activities, above or in activities that discredit the AmeriCorps Program or the organization they serve. In the event of dissatisfaction of member service the organization supervisor will provide oversight concerning the member(s), and are to be in immediate contact with the Program Director concerning the member performance or conduct. Refer to Host Site Handbook Member Supervision Page 6.

V. Prohibited Activities

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing 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;
8. Providing a direct benefit to—
    a. A business organized for profit;
    b. A labor union;
    c. A partisan political organization;
    d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying; and
    e. An organization engaged in the religious activities described in above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. ***Individuals should not wear the AmeriCorps logo while doing so.***

VI. Member Disciplinary Action Plan

Host Sites Supervisor will deliver a verbal warning to the Member as soon as they question behavior, work performance, and overall satisfaction. The program and site supervisors will decide the best course of action regarding member service.

If behaviors continue there will be a three-step process and actions to follow that are appropriate and fair. Once verbal interactions seem ineffective;

1. Written notice to the program director, and recorded in monthly check-ins. See Member Discipline Form. If not resolved then step two will be put into action.
2. Mediation with the program director to explore options from the member and the supervisor, and develop a Personal Development Plan. See Member Discipline Form. If not resolved then step three will be put into action.
3. The Member, Supervisor, and Program Director will discuss options to suspend, reassign, or release Member from service as necessary. Regardless of the cause of termination of an assignment the decision must be made jointly by project and host site staff with full consideration given to the member including; placement with another host.

VII. Release and Suspension for Cause; Compelling Personal Circumstance
The Host Site will consult with the AmeriCorps Program regarding any proposed changes to a Member's term of service as soon as a change is contemplated or foreseen.

It is the determination of the Program for action regarding changes to Member's Term.

VIII. Nonduplication and Nondisplacement
Nonduplication. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. Unless the requirements of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
Nondisplacement.

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
    a. Will supplant the hiring of employed workers; or
    b. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
    a. Presently employed worker;
    b. Employee who recently resigned or was discharged;
    c. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
    d. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
    e. Employee who is on strike or who is being locked out.

IX. Grievance Procedures
The Program has a policy to resolve disputes involving AmeriCorps Members, labor unions, and any other interested individuals, such as AmeriCorps Member applicants, in a fair and expeditious manner. In general, disputes must pertain to service-related issues such as a proposed service assignment or evaluation; or a Member's suspension or dismissal. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation's inspector general. Refer to Page 11 of the Host Site Handbook.

X. Non-Discrimination Policy
No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps 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, gender identity, age, disability, or political affiliation. It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service (CNCS). If you believe you or others have been discriminated against by staff or others related to the project, or if you want more information, contact:

Holly Conn, Executive Director, Mountain Roots Food Project
107 E Georgia Avenue
Gunnison, CO 81230
970-417-7848 (voice)
director@mountainrootsfoodproject.org (email)

or,
Office of Civil Right and Inclusiveness, Corporation for National and Community Service
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-7503 (voice); (202) 565-2799 (TTY);
eo@cns.gov (e-mail)

XI. Force Majeure
Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond that party's reasonable control. The Program may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the Agreement. Host Site shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default.

XII. Termination of Agreement
This Agreement may be terminated at any time by mutual consent of both parties or by either party for substantial noncompliance or good cause. In the event of termination, no refund of Host Site's grant match contribution shall be made. Determinations can be grieved by giving notice in writing 30 days before such termination. In addition, The Program may terminate this Agreement upon written notice if for any reason financial assistance from the State Commission for services provided under the AmeriCorps Program is suspended, terminated, or reduced or in the event that the Program can no longer support this program.

For Cause, subject to the following: the Program shall deliver a written notice of default. The Organization shall have twenty-one (21) days to cure such default, or longer as the parties may agree. If the Organizations fail to cure such default to the Program's satisfaction within the applicable time period, this Agreement shall terminate. No refund of the Host Site cost share shall be made.

Organization may terminate this Agreement upon forty-five (45) days written notice to the Program.

Authorization
The Host Site Organization and the Mountain Roots Healthy Futures AmeriCorps Program hereby acknowledge by signature that they have read, understand, and agree to the terms of this document.

Host Site Organization

Authorized Signature: _____

Printed Name: Matthew Birnie *Date:* 12-17-2018

Mountain Roots Healthy Futures AmeriCorps Program

Authorized Signature: _____

Printed Name: _____ *Date:* _____