AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Cty Manager Sign.; AmeriCorps Agrm

Action Requested: County Manager Signature

Parties to the Agreement: Mountain Roots Food Project

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

Summary:

This is the second year of hosting an AmeriCorps member at DHHS through Mountain Roots Healthy Futures program. This year it will be a 3/4 time position at a cost of $7200.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, renewal contemplated in 2020 budget preparation. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/2/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 10/2/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 10/2/2019 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/4/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 10/15/2019

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY GUNNISON, CO

HOST SITE AGREEMENT

Service Year 2020

This AGREEMENT (the "Agreement") is for the **Mountain Roots 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 **220 N SPRUCE STREET GUNNISON, CO 81230.**

Designated 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 2020 and shall terminate on the 31st day of December 2020, 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, provide 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 the capacity of the Host Site Organizations through
    a. The establishment of a regional consortium
    b. Annual convenings and quarterly conference calls of the consortium
    c. Annual capacity assessments
    d. Conducting at least one In-Person Site Visit to the Host Site and quarterly one-on-one calls
    e. Reviewing, sharing, and promoting adoption of program best practices
    f. Developing and providing training and technical assistance as needed, including:
        i. About AmeriCorps Service
        ii. Member orientation, training, and supervision
        iii. Time/Activity Reports
        iv. Monthly, Semi-Annual, and Annual Reports
        v. Performance Evaluations
6. 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. Site Visits (1x year) and desk reviews (as needed)
    e. Host Site Cost Share Invoicing (quarterly)
7. Maintain and update member service records including:
    a. Log of Service Hours
    b. Program enrollments, member eligibility, background checks, member agreements, status changes, and exit forms as required by the Corporation for National and Community Service (CNCS).
8. Provide accounting and fiscal management services through Trailhead Institute.
9. Evaluation of Member Activity and outcomes.

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.

A. Host Site Responsibilities

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. **Member Supervision.** 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(s).
    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. Host Sites must provide a detailed service plan – called the "MAP," or Member Action Plan outlining the goals and projects to which their AmeriCorps member will be assigned. Service projects should address community health, and/or social, economic, and environmental sustainability for rural communities while providing valuable educational and professional development opportunities for the AmeriCorps members.
    d. 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.
    e. 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, office space, access to / use of specialized tools and equipment.
    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. 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.
    j. Ensure member safety and well-being.

3. **Representation in the Consortium.** 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. **Participate in Reporting and Monitoring Activities.**
    a. Attend one annual in-person meeting of Host Site Organizational Leaders. Attendance is mandatory. (Late fall).
    b. Attend at least one in-person site visit from the Program Director (Mid-year).
    c. Complete Program Report forms, provided by the AmeriCorps Program Director, on a quarterly basis and submit to the AmeriCorps Program Director;
    d. Host Site Conference Calls quarterly.
    e. Provide Oversight to maintain Performance Measure Reporting for Member Service mid-term and final reporting.
5. **Permit Members to Attend Trainings.** 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.
6. **Permit Members to Participate in National Days of Service.** 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.
7. **Compensation and Hiring.**
    a. 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 (if paid directly to the landlord, not the member), and gift cards are acceptable.
    b. The Host Site Organization may not hire members onto their staff before they have successfully completed their term of service.
8. **No Guarantee of Replacement.** 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. **Promotion and Outreach.**
    a. 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.
    b. 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.
10. **AmeriCorps Language.** 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 / Host Site	jobsite, workplace
Position Description	job description
Education Award	scholarship

11. **Intellectual Property.** 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.
12. **Photographs and other Media.** 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.
13. **Health and Safety of Members.**
    a. 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.
    b. 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.
14. **Conflict Resolution.** 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.
15. **Follow Federal Workforce Laws** The Member agrees to act at all times in accordance with all applicable state and federal laws and regulations pertaining to AmeriCorps and agrees not participate in activities prohibited for AmeriCorps members, including:

    1. Including the Drug Free Workplace Act:
        a. The unlawful manufacture distribution, dispensation, possession, or use of controlled substance is prohibited while serving as an AmeriCorps Member
        b. 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.
        c. 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.
    2. Civil Rights Act: Prohibiting Discriminatory practices under these laws also include: harassment on the basis of race, color, religion, sex, national origin, disability, genetic information, or age; retaliation against an individual for filing a charge of discrimination, participating in an investigation, or opposing discriminatory practices.
    3. 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 over 40, disability, military status, genetic information, sexual orientation, ancestry, creed, marital status, 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 that staff has discriminated against you or others 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 Rights 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)

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 a deposit equal to $250 per member upon signing the agreement. This covers the initial costs of recruitment and administration and is not refundable. The deposit is included in the total cost share calculation.
3. The Host Site will pay the cost share in its entirety of the share for the complete term of the member in this agreement, even if the member exits early for any reason.

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

4. 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.
5. 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.
6. If a member cannot be placed at the site due to changes in federal AmeriCorps funding, no site fee will be charged.
7. A Member who ends their term of service early for compelling personal circumstances and who has served at least 15% of their 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.
8. 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.

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 except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
    e. An organization engaged in the religious activities described 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.***

Fundraising

An AmeriCorps member may spend no more than 10% of their originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, in direct support of their host site organization (see 45 CFR §2520.40).

1. AmeriCorps members may raise resources directly in support of your program's service activities. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
    a. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
    b. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;

c. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
d. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
e. Seeking donations from alumni of the program for specific service projects being performed by current members.

2. AmeriCorps members may not:
   a. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
   b. Write a grant application to the Corporation or to any other Federal agency.

VI. Member Disciplinary Action Plan

Members are expected to follow the Mountain Roots Healthy Futures AmeriCorps Program code of conduct and adhere to the policies of Program, Mountain Roots, and the partner/program sites in which they are placed. Members are expected to satisfactorily complete the duties outlined in their position description. Failure to fulfill these expectations may result in the Member facing the disciplinary procedure outlined below. If at any time during service, the Member's service performance or conduct is deemed unsatisfactory or the Member has exhibited service performance or behavioral problems of a less serious nature, the Member will be advised of the problem following the procedure below. This notice will include the corrective actions to be taken and the consequences, should the corrective actions not be met. This action does not necessarily precede termination. In most cases, the Member will be given an opportunity to correct any performance deficiencies and/or behavior patterns before disciplinary action will be taken. In serious cases, however, disciplinary action up to and including release from service for cause may be taken at the first offense.

1. First Offense: Verbal Warning. As soon as a Host Site Supervisor questions behavior, work performance, and overall satisfaction, the Host Site Supervisor will discuss with the Member the behavior that is causing concern. Discussions should include identification of the behavior observed and behavior changes necessary to improve the situation. Both parties are encouraged to take written notes and clarify each other's expectations. Early communication is beneficial to all parties and can reduce escalation.
2. Second Offense. Personal Development Plan will be created if the behavior continues, or the necessary changes are not made, a second discussion is appropriate. Following this discussion, the Host Site Supervisor will communicate with the Member in writing, outlining explicit behavior changes that are necessary to correct the situation. This written communication will also outline the specific disciplinary actions that will be taken if necessary changes are not made. Written notice shall be provided to the Program Director and documentation should be forwarded to the Program Director for retention in the Member's file. If needed, the Program Director can provide a mediation and options will be heard from both the member and the supervisor. A Personal Development Plan will be developed. [See Personal Development Plan Form.]
3. Third Offense. Member, supervisor, and program manager will discuss options for suspension, reassignment, or termination as necessary. Regardless of the cause of termination of an assignment, Program and Host Site staff must make the decision jointly giving full consideration to the member, including placement with another member position, or as appropriate. Grantees are asked to keep the CNCS State Office fully informed in cases of terminations, voluntary or otherwise, that have potential legal implications for Healthy Futures staff or the project. Should the Member be released from Healthy Futures AmeriCorps Program for cause by the Program Director, this disciplinary action will be communicated to the Member in writing with specific details regarding organizational expectations and dates. This documentation must be retained in the Member's file. Benefits will cease on the exit date and the Members will not be eligible for any portion of the educational award.

The Mountain Roots Healthy Futures AmeriCorps Program reserves the right to enact the Disciplinary Procedure at its discretion and deviate from this policy. Dependent on the severity of the violation, Mountain Roots will take appropriate and immediate action up to and including involuntary suspension of service or release from the program. Any action taken by program management in an individual case should not be assumed to establish a precedent in other circumstances.

If the member discontinues his/her term of service for any reason other than a release for compelling personal circumstances the member will cease to receive the benefits and will receive no portion of the education award or interest payments.

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.

The Program has final determination on any 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 the Policy Section 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 / PO Box 323
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.

XIV. Hold Harmless and Indemnity
The Host Site is not liable and indemnifies the Mountain Roots Food Project, Trailhead Institute (fiscal agent), Serve Colorado (State Commission), their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from or arising out of, or relating to the activities or omissions of the Host Site or its officers, employees, subcontractors, or agents under this Agreement.

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:* OCTOBER 4, 2019

Mountain Roots Healthy Futures AmeriCorps Program

Authorized Signature: _____

Printed Name: _____ *Date:* _____