

HOST SITE AGREEMENT

AmeriCorps Program

THIS HOST SITE AGREEMENT is made and executed as of the ____ day, of _____, 2019 (the "Agreement"), by and between SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah, by and through its Housing and Community Development division, and Housing Connect ("Host Site"), collectively referred to herein as the "parties".

RECITALS

WHEREAS, COUNTY has entered into a grant agreement ("Grant Agreement") with the State of Utah to administer an AmeriCorps Program ("ACP") pursuant to the National and Community Service Act of 1990, 42 U.S.C. §12501 et seq., as amended (the "Act"), and subject to the Rules and Regulations promulgated by the Corporation for National and Community Service ("CNCS") for an ACP; and the applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Super Circular"); and

WHEREAS, County desires to contract with qualified organizations to host AmeriCorps members ("Members") who will provide direct services to homeless or formerly homeless individuals and families, including refugees, to help them obtain and maintain housing and employment, as authorized under the Grant Agreement; and

WHEREAS, Host Site, a qualified organization, submitted a proposal in response to County's Request for Proposals ("RFP") for AmeriCorps Most Vulnerable Populations 2019-2020 Program, to host AmeriCorps member(s) in accordance with the Act, CNCS' Rules and Regulations and this Agreement, including payment of a cash match to offset member costs, as well as applicable Federal, State, and local statutes, ordinances, and regulations; and

WHEREAS, on August 2, 2019, the Mayor or his designee approved the RFP selection committee's recommendation for the pool of approved host organizations, including Housing Connect, Host Site.

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

I. **Term:** This Agreement shall be effective as of January 1, 2020 through December 31, 2020, unless terminated early by either party. The term of this Agreement may be renewed for an additional 2 one-year terms upon a written amendment to this Agreement. Any early termination of this Host Site Agreement will result in the termination of all provisions within this Agreement, with the exception of the Host Site's financial obligations outlined in Section IV. A.

II. Joint Responsibilities:

A. Member Recruitment. Recruitment is a joint responsibility between County and Host Site. Each will seek individuals with an interest in AmeriCorps service. It is the responsibility of County to ensure candidates meet the minimum qualifications outlined by CNCS and it's the responsibility of Host Site to timely select individual(s) who will be the best fit for the organization.

1. County Role. County has developed a generic position description, included in the RFP, attached as Exhibit 1 and incorporated herein by this reference, to be used by Host Site in their development of a more agency specific position description. County will advertise position, screen applicants to ensure that they meet AmeriCorps eligibility and are a strong match with the mission of County and Host Site. County performs reference checks and the required National Service Criminal History Check ("NSCHC") as described below, pursuant to the CNCS regulations on all applicants who accept position offers before they begin their term of service. County makes all offers of position to candidates and executes all Member Service Agreements.

a) Prior to Member's placement, County shall consult with local labor unions which represent employees of Host Site or employees in the area served by the ACP to insure compliance with the non-displacement requirements set forth by Federal regulation.

b) NSCHC consists of a name check of the National Sex Offender Public Website, a name check of BCI's statewide criminal history registry and for those with recurring access to vulnerable populations, a finger print based FBI Criminal Background Check. County shall maintain the results of these background checks in the Member's file.

2. Host Site Role. Host Site will assist in the recruiting and selection of Members in a timely fashion, including the development of an agency specific position description, using the generic position description as a base and posting the positions. When the County sends a candidate's application for a Host Site's consideration, the Host Site will inform the County AmeriCorps Program Coordinator/Manager within two working days of intent to interview the candidate and contact the candidate to schedule an interview within a week of contacting the candidate. Host Site must decide whether to select the candidate and inform County within a week of the interview for a total selection process of approximately two weeks.

B. Safety of Member. Both parties shall make every reasonable effort to ensure the health and safety of AmeriCorps members are protected during the performance of their assigned duties. Neither County nor Host Site shall assign or require a Member to perform duties that would jeopardize their safety or cause them to sustain injuries.

C. AmeriCorps Member(s) Assigned. Based on the 15 Member Service Year

(MSY) slot available through the Grant Agreement, Host Site's request, and the number of responses to the RFP, County has agreed to provide one (1) full-time (a minimum of 35 hours per week and a minimum of 1700 hours/year), which may be broken up with two part-time Members (a minimum of 20 hours per week and a minimum of 900 hours/year), or a combination of both, if requesting more than one full-time Member} to serve on behalf of Host Site.

1. Full-time Members cannot be required to serve more than 1700 hours during the Member(s)' term of service.

III. County Responsibilities: County agrees to comply with the requirements of the 2018 CNCS General Grant and Cooperative Agreement Terms and Conditions, attached as Exhibit 2 and incorporated herein by this reference, as well as the 2019 Terms and Conditions for AmeriCorps State and National Grants, included in the RFP attached as Exhibit 1 and incorporated herein by this reference. County shall provide the following services and resources:

A. Member Support. County's primary programmatic responsibility is the success of the Members so that they have a positive experience during their term of service, learn skill that will help them in future employment, and have the opportunity to give back to the community. County shall provide Member with the following:

1. Pay Member a living allowance on a bi-weekly schedule, including related payroll taxes.
2. Provide for an education award to Members who fulfill their complete service 1700 hours for full-time Members and 900 hours for part-time Members within the service term and receive satisfactory performance reviews.
3. Provide a Proof of Health Insurance (POI) reimbursement up to the amount of \$100, each month to Members, who provide their POI documents to the AmeriCorps Program Coordinator/Manager and Program Fiscal Office Coordinator. Participation is the sole responsibility of the Member in any given month during their service term.
4. For qualified Members, provide child care assistance.
5. Provide as secondary to the Host Site, Workers Compensation Insurance as required by Utah Code Ann. § 67-20-3(1).
6. Provide as secondary to the Host Site, Liability Insurance for Members, which covers both on-site and off-site Project activities.
7. For Members who qualify under the Family and Medical Leave Act ("FMLA"), allow Members to take leave in accordance with the provisions of FMLA.

B. Training and Supervision.

1. County's AmeriCorps Program Coordinator/Manager shall provide

consultation with Host Site on decisions or problems concerning member(s).

2. County will provide an orientation within 14 days of each Member's term of service.

3. County will provide ACP staff for overall supervision of Member(s), including individual conferences.

C. Records. County shall maintain verifiable records documenting each Member's eligibility to serve and any other information relating to each Member for three (3) years following their term of service.

IV. **Host Site Responsibilities:** Host Site agrees to comply with the requirements of the 2019 Terms and Conditions for AmeriCorps State and National Grants, attached as Exhibit 3. Host Site shall provide the following services and resources:

A. Site Fee. Host Site agrees to pay County a site fee in the amount of \$10,000 per each full-time Member and \$5,000 per each part-time Member to meet the organization's matching funds to offset the costs associated with administering the ACP. Federal funds cannot be used as the source for the cash match, unless the Host Site provides a written statement from their federal funder consenting to the use of its funds as a match for another federal program.

1. County shall invoice the Host Site at the beginning of each quarter, which invoice must be paid within 30 days. A 10 % late charge may be added to any quarterly payment not made within 30 days. In the event collection efforts are necessary, Host Site agrees to pay reasonable fees, including attorney fees.

2. If a Member is not able to be placed at the site due to changes in federal AmeriCorps funding, no site fee will be charged. In the event of an early Member termination either for compelling personal circumstances or for cause, County will prorate the site fee **only if** 1) the Member has completed less than 30 percent of their total service year (510 hours for full-time), **and** 2) the vacated slot cannot be filled despite the County's recruiting efforts and not due to the Host Site's refusal to refill the vacated slot. In the event of early termination by the Host Site, County has no obligations to prorate the site fee.

a) A vacated slot may not be refilled if the Member has served 30 percent or more of their total service year or is eligible for and receives a prorated education award.

B. Site Supervisor. Host Site must assign their Member(s) a Host Site Supervisor ("Supervisor"), who should have some organizational authority in the specific program where the Member(s) serves, to oversee the Member(s)' service and performance, in addition to the requirements outlined in this section.

1. In-kind Match. Host Site must disclose to County the amount of Supervisor's fully loaded salary (total wage plus benefits) and any changes thereto in order to calculate the Host Site's in-kind match for the

AmeriCorps program and reported to Utah Commission on Service & Volunteerism (State).

2. Supervisor shall keep track of time spent supervising the Member(s) on the Supervisor Hours Reporting sheet, included in the RFP, attached as Exhibit 1 and incorporated herein; and submit the Supervisor Hours Reporting sheet to the AmeriCorps Program Coordinator/Manager by the 7th of each month.
3. Supervisor shall attend an orientation prior to the beginning of the program year.
4. Supervisor shall release Member(s) from routine service duties to allow them to attend quarterly member meetings or training, special events, workshops, or community service projects planned, including but not limited to the Utah Homeless Summit, Utah Poverty Conference and the AmeriCorps Members Conference,
5. Supervisor shall keep source documentation by individual AmeriCorps member(s) on the services provided and outcomes achieved; and provide a quarterly Progress Report on the Member(s) activities and outcomes using the Progress Report, attached as Exhibit 4 and incorporated herein.
6. Supervisor shall participate in the Projects Impacts evaluation of the ACP to help measure the effectiveness of program outcomes. This will include interviews by Member(s) who have assisted with pacing Host Site's clients into employment and housing.
7. Supervisor shall ensure that the Member(s) record their service hours in the automated time keeping system, UServeUtah AmeriCorps Member Tracking System (IPT) on a daily basis; and the Supervisor shall verify and approve by electronic signature in IPT, the Member(s)' time no later than 5 pm each Friday.
8. In addition to one-on-one monthly review meetings with Member(s), Supervisor shall conduct at least two performance reviews with each Member, a Mid-Term Evaluation and a Final Evaluation, which is included in the RFP, attached as Exhibit 1 and incorporated herein.
9. In order to address any issues in a timely and effective manner, Supervisor shall keep an open line of communication with the AmeriCorps Program Coordinator/Manager at all times and immediately in cases of Member(s) issues or problems (unprofessionalism, repeated tardiness, poor work performance, etc.) at the agency. AmeriCorps Program Coordinator/Manager can then determine what corrective action is necessary. Supervisor does not have authority to unilaterally suspend a Member from their site unless personal safety is involved.

C. Member Restrictions. Host Site and the Site Supervisor are to be aware of and comply with the prohibited activities outlined in Exhibit 2, attached hereto and

incorporated herein by this reference, and ensure that these are not being completed by the Member(s) during the service term. Host Site shall immediately communicate with the AmeriCorps Program Coordinator/Manager, should an occurrence arise. If during an audit investigation it is determined that the Member completed prohibited activities on behalf of the Host Site, the Host Site will be responsible for paying any fines incurred.

1. Host Site shall not hire any AmeriCorps Member to work at their agency during their term of service. CNCS does not permit Members to also serve as staff at a host site organization. If an individual is already staff at an organization, they will not be considered for AmeriCorps placement in addition to, or in lieu of, their employment. If Host Site employs a Member while they are serving or offers employment to replace their service, the Host Site will not be considered for future placement.

D. Transportation. If a Member(s)' service activities require them to travel during the work day from one site to another, Host Site shall provide transportation or provide mileage reimbursement at the County government rate (see AmeriCorps Program Coordinator/Manager for current rate).

E. Uniform Administrative Requirements. Host Site shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR Part 200. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A- 122, and A-13.

F. Drug-Free Workplace. Host Site agrees to follow the requirements of the Drug-free Workplace Act of 1988 (41 USC §701)

V. **Non-Discrimination Policy:** County's AmeriCorps Most Vulnerable Populations 2018-2019 Program is an Equal Opportunity/Affirmative Action program, providing equal opportunities to all those qualified without regard to factors such as race, color, national origin, sex, sexual orientation, religion, age, disability, political affiliation, marital or parental status, military service, or religious, community or social affiliations. Reasonable accommodations will be provided upon request. Host Site will abide by this same policy when interviewing, selecting, and supervising the Member. Host Site will maintain and preserve a service environment that is free from sexual and other forms of harassment, or retaliation, including retaliation following a Member's grievance. Further, Host Site agrees to abide by CNCS' Non-Harassment Policy included in Exhibit 2.

VI. **Insurance:** Host Site shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

A. General Insurance Requirements for All Policies.

1. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable

“extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to County

2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either: (i) Currently rated A- or better by A.M. Best Company; or (ii) Listed in the United States Treasury Department’s current Listing of Approved Sureties (Department Circular 570), as amended.

3. Host Site shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this agreement. Host Site shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this agreement.

4. In the event any work is subcontracted, Host Site shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Host Site hereunder.

5. Host Site’s insurance policies shall be primary and non-contributory to any other coverage available to County. The workers’ compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of the County.

6. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Host Site shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.

7. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to County in a manner approved by the Salt Lake County District Attorney.

8. In the event Host Site fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Host Site for the costs of said insurance.

B. Required Insurance Policies. Host Site, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

1. Workers’ compensation and employer’s liability insurance as required by the State of Utah, unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Host Site shall require its

subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. (County is not to be an additional insured under Host Site's worker's compensation insurance.)

2. Commercial general liability insurance, on an occurrence form, with County as an additional insured, in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate and \$1,000,000 products completed operations policy aggregate. The policy shall protect County, Host Site, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Host Site's operations under this Agreement, whether performed by Host Site itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to County whether such coverage is primary, contributing, or excess.

3. If Host Site will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 per occurrence,

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

3. Host Site shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Host Site agrees not to operate a vehicle in connection with services rendered under this Agreement, County shall not require Host Site to provide commercial automobile liability insurance.

VII. CNCS Approved Terminology: Host Site will use and habituate its staff to sue CNCS approved language when referring to their Member(s). Use of AmeriCorps unique language is meant to highlight and reinforce that national service is unique from both employment and volunteering. AmeriCorps terminology also services to highlight the impact that AmeriCorps makes in our communities, and not confuse Members with staff replacement which is forbidden. Specifically, Host Site should use:

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|----|----------------------|------------|---|
| A. | AmeriCorps member | not | AmeriCorps volunteer, staff, worker or employee |
| B. | Living allowance | not | wage, salary or paycheck |
| C. | Serve or service | not | work |
| D. | Service position | not | job |
| E. | Service site | not | job, worksite or jobsite |
| F. | Position description | not | job description |
| G. | Education award | not | scholarship |

VIII. Indemnification: Host Site shall indemnify, defend and hold County harmless for any injuries or damages arising out of Host Site's acts or failure to act.

IX. Termination and Modification:

A. 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.

1. County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR §§ 338 - 342, if Host Site materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Host Site ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

B. Modification. This Agreement may be amended at any time by mutual written agreement executed by authorized representatives of County and Host Site.

X. Representations:

A. Campaign Contributions. Host Site acknowledges the limits on campaign contributions by contractors to County candidates pursuant to Salt Lake County Code of Ordinances, §2.72A.104. Host Site further acknowledges that violating campaign contribution limitations may result in criminal sanctions as well as termination of this Agreement. Host Site represents, by executing this Agreement, that Host Site has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

B. Conflict of Interest. Host Site represents that none of its officers or employees are officers or employees of SL 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).

C. No Officer or Employee Interest. The Host Site represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

XI. General Provisions:

A. Compliance with Laws. Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Host Site of applicable law shall constitute a default under this Agreement and Host Site shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Host Site is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

B. Employee Status Verification System. Host Site shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code §63G-12-302(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 8 U.S.C. §1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Host Site 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. Host Site shall comply in all respects with the provisions of Utah Code Section §63G-12-302(3). Failure to comply on the part of Host Site may result in the immediate termination of its Agreement with County.

C. Ownership of Products Created by Member. As Member(s) are not employees of Host Site, all products created by Member such as curriculum or other materials may be shared with ACP and County.

D. 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.

E. Incorporation and Interpretation.

1. Incorporation. Exhibit 1 – County's RFP; Exhibit 2 – 2018 CNCS General Grant and Cooperative Agreement Terms and Conditions; Exhibit 3 – Host Site's Proposal; Exhibit 4 – Quarterly Progress Report sample; are attached to this Agreement and incorporated herein by this reference.

2. Interpretation. The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- a) This Agreement;
- b) Exhibit 1 - County's RFP;
- c) Exhibit 2 - 2019 CNCS General Grant and Cooperative Agreement Terms and Conditions;
- d) Exhibit 3 – Host Site's Proposal
- e) Exhibit 4 - Quarterly Progress Report Sample

3. Severability. County and Caterer agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be

consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as follows:

SALT LAKE COUNTY

By: _____
Salt Lake County Mayor or Designee

**ADMINISTRATIVE APPROVAL:
HOUSING AND COMMUNITY DEVELOPMENT**

By: _____
Michael Gallegos, Director

Date: _____

Housing Connect

By: _____

Title: _____

Date: _____

Approved as to Form:

By: Megan L. Smith
Megan L. Smith,
Deputy District Attorney

