

EXHIBIT A

Big Water Resilience Corps

Memorandum of Understanding (MOU) Between Ecolibrium3 & Duluth Police Department

This Memorandum of Understanding (MOU) establishes a collaborative partnership between the above entities from September 25, 2017 to November 26, 2018.

This document defines the responsibilities of Ecolibrium3 as the "Project Sponsor" and Duluth Police Department as the "Project Host Site" with respect to the assignment of one AmeriCorps VISTA member. The member will assist Duluth Police Department address the opioid epidemic by building on existing partnerships with local and regional agencies to enhance opioid response and expand safe collection of sharps.

Community needs and project-related tasks are outlined in the Performance Measures section of the Project Host Site Application. The obligations of the parties hereto are subject to and governed by the terms and conditions of the Memorandum of Agreement between the Corporation for National & Community Service (CNCS) and Ecolibrium3, CNCS Project Number 17VS190159 which is incorporated herein by reference, and federal laws and regulations and CNCS policies applicable to the project, or which may become applicable to it subsequent to the execution of this Memorandum of Understanding (MOU).

1. As the Project Sponsor, Ecolibrium3 will:
 - a. Serve as the Fiscal Agent and overall administrator for the grant and provide overall supervision of the grant, provide assistance to the Project Host Sites and VISTA members in support of grant implementation, and be the liaison between Project Host Sites, VISTA members and the Corporation for National and Community Service.
 - b. Comply with the provisions of the Memorandum of Agreement between the Corporation for National & Community Service and Ecolibrium3.
 - c. Assign VISTA placements (as specified on page 1, paragraph 2) to the Project Host Site for the duration of this Memorandum of Understanding subject to the availability of funding and recruitment/training deadlines for VISTA Pre-Service Orientation (PSO) set forth by the CNCS.
 - d. Assist the Project Host Site with the development of VISTA member work plans and assignment descriptions. Provide final approval of all VISTA work plans and assignment descriptions prior to VISTA candidates attending Pre-Service Orientation and beginning their term of VISTA service.
 - e. Assist with the recruitment, screening, interviewing, and selection of VISTA candidates when requested by the Project Host Site.

- f. Transfer VISTA member(s) from one placement to another to comply with terms and provisions of the grant or upon the request of the VISTA member with the approval of CNCS. In this scenario, Project Host Sites will be given 14 days' notice.
2. The Project Host Site will:
 - a. Provide a Site Supervisor to provide day-to-day supervision of the activities of the VISTA member(s).
 - b. Recruit, screen, interview, select, and submit VISTA candidates to the Project Sponsor for approval and placement at pre-service orientation (PSO). The Project Sponsor will assist with candidate recruitment and selection upon request. VISTA candidate applications must be submitted to the Ecolibrium3 for approval by the Ecolibrium3 recruitment deadline, which is one week before the CNCS deadline. Final approval for all VISTA candidates to attend PSO is subject to review and selection by the Minnesota CNCS office.
 - c. Submit a VISTA work plan for approval prior to the VISTA member's start date.
 - d. Submit a proposed budget detailing member mileage reimbursement, professional development, the project participation fee, and in-kind assistance.
 - e. Provide the VISTA member(s) individualized On-Site Orientation and Training at the beginning of their term of service.
 - f. Use the approved VISTA work plan as the source of tasks and responsibilities for the VISTA member to empower the capacity building activities of the member.
 - g. Ensure that VISTA members dedicate an average of 40 hours per week to their approved VISTA work plans and member descriptions to address the community needs identified in the approved Project Sponsor Application. Ecolibrium3 will track VISTA member's personal and sick leave on a monthly basis on the VISTA Leave Report Form. Project Host Sites should use their existing policies and procedures to account for a VISTA member's actual work schedule and hours served.
 - h. Schedule regular meetings (preferably weekly) with the VISTA member(s) to discuss the project and other concerns.
 - i. Provide adequate working space, materials, supplies, and access to a phone and computer to permit the VISTA member to perform his/her assigned duties.
 - j. Ensure that the VISTA member is reimbursed for all local travel associated with the project. Mileage reimbursement should be done in accordance with the Project Host Site's existing policies and procedures. Ensure the Form V-81 is completed in My AmeriCorps.
 - k. Allow the VISTA member to participate in scheduled professional development and training opportunities, site visits, and conference calls. It is recommended that Project Host Sites budget \$750 in professional development and training funds for their VISTA member. The VISTA member will be required to attend a training identified by the Ecolibrium3 Director for the purposes of completing In-Service Training (IST) requirements as set forth by CNCS.

- l. Allow the VISTA member to participate in disaster relief/emergency response efforts as directed by CNCS.
- m. Allow the VISTA member to participate in Days of Service (e.g., MLK Day of Service, National Volunteer Week, Make A Difference Day) should activities be organized by the Ecolibrium3 or in the community where the VISTA member is serving.
- n. Inform the CEO of Ecolibrium3 of any changes in status of the VISTA and other concerns related to the VISTA Project.
- o. The Project Host Site agrees to provide project updates via quarterly Project Progress Reports (PPR) with VISTA member input. Updates are due according to the following schedule:

Reporting Periods and Due Dates

October 1 through December 31	January 15
January 1 through March 30	April 15
April 1 through June 30	July 15
July 1 through September 30	October 15

3. Joint Responsibilities

Both parties to the Memorandum of Understanding shall:

- a. Make every reasonable effort to ensure that the health and safety of the VISTA members are protected during the performance of their assigned duties. Neither the Project Sponsor nor the Project Host Site shall assign or require VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- b. Ensure that persons selected as VISTA members are not related by blood or marriage to Project Host Site staff, Project Sponsor staff, officers or members of the Project Host Site's or the Project Sponsor Site's boards of directors, or responsible program staff at CNCS.
- c. Neither the Project Sponsor nor the Project Host Site has the discretion or authority to dismiss or separate a VISTA member from service; CNCS is the sole authority that can terminate a VISTA member's term of service. The Project Site should document any performance or behavior issues and immediately report them to Ecolibrium3. The Director of Ecolibrium3 will report such incidences to the state CNCS office and resolve them in accordance with rules governing the grant. This is necessary to provide VISTA members due process.

4. Non-Discrimination & Sexual Harassment

No person with responsibilities in the operation of the project shall discriminate against any VISTA member, 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, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As a recipient of federal financial assistance from CNCS, the Project Sponsor and Project Host Site are responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

- a. Acts of "quid pro quo," sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Project Sponsor or Project Host Site, their agents, or supervisory employees should have known of the acts.
- b. Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, which have the purpose, or effect of creating an intimidating, hostile, or offensive service environment.
- c. Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Project Sponsor or Project Host Site, their agents, or supervisory employees knew or should have known of the conduct, unless they took immediate and appropriate corrective action.

5. Legal Restrictions

VISTA members should work to emphasize the mobilization of local human, financial, and material resources, the transference of skills to community residents, and the expansion of the capacity of the low-income community to solve its own problems. VISTA members should NOT perform administrative duties except for those related to the goals and objectives identified in their work plan.

The Project Host Site agrees that no VISTA member assigned under this MOU shall participate in:

- a. Partisan and non-partisan political activities, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities.
- d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

The Project Host Site further agrees not to:

- a. Carry out projects (related to VISTA) resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities or providing voters transportation to the polls.
- b. Assign VISTA members to activities that would result in the hiring or displacement of employed workers, filling-in for absent employees or supervisors, or impairing existing contracts for services.

- c. Approve the involvement of any VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any demonstrations whatsoever.
- d. Accept, or permit the acceptance of, compensation from the VISTA members or from beneficiaries for the service of the VISTA members.

6. Records Retention

Duluth Police Department shall maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project as the Corporation may require. The Host agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes. The Host also agrees to provide access to Ecolibrium3, CNCS and the Comptroller General of the United States, or their authorized representatives, for the purpose of audit or examination, to any books, records, documents or papers which, in the option of MLC, CNCS or the Comptroller General, may be related to or pertinent to the terms of this agreement, and to the extent permitted by the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Records that should be maintained include, but are not limited to, documents related to VISTA member recruitment and selection processes, VISTA eligibility documents, VISTA member attendance verification, any documentation of VISTA member violation of VISTA and/or Host policies and procedures, progress report supporting documentation, and/or the VISTA project plan and Volunteer Activity Description progress.

7. Cost Share Contribution

As part of the site's agreement to host an AmeriCorps VISTA member, Duluth Police Department commits to paying Ecolibrium3 the amount of **\$5,000** as a cost share contribution. This will be used to offset the Sponsor Agency's expenditures for the VISTA program. The Host is responsible for all other administrative expenses, including supplies, materials, equipment, space, telephone, and aforementioned mileage reimbursement.

Ecolibrium3 shall submit an invoice to Duluth Police Department for a **\$3,000** amount upon acceptance of this agreement. The initial payment is non-refundable even if the Host Site is unable to fill their VISTA position. The remaining amount will be invoiced once the VISTA member has begun service with the Host Agency and is non-refundable at that point. Upon receipt of these invoices, the Host Agency shall make payment to Ecolibrium3 within thirty (30) days.

8. Modifications

This Memorandum of Understanding may be amended at any time by an agreement in writing executed by authorized representatives of the Project Sponsor and Project Host Site.

9. Termination

Ecolibrium3 will use the above provisions to determine continued eligibility of Duluth Police Department to be a Project Host Site. Failure to comply with any of the roles and responsibilities as outlined in this MOU will result in responsive and corrective action to include removal of the VISTA member placed at your site. In this case, the Ecolibrium3 Initiative will provide 14 days' notice of termination of and/or VISTA removal/transfer from the project.

Any termination of the Memorandum of Understanding between Ecolibrium3 as the Project Sponsor and the Corporation for National & Community Service will result in the termination of all provisions of this Memorandum of Understanding.

Signatures for MEMORANDUM OF UNDERSTANDING between the Ecolibrium3 and Duluth Police Department.

Signature _____

Jodi Slick
CEO
Ecolibrium3

Date _____

Approved:

Mayor

Attest:

City Clerk

Approved:

Assistant City Attorney

Countersigned:

City Auditor