**SUBRECIPIENT AGREEMENT BETWEEN**

**THE NORTH CENTRAL NEW MEXICO**

**ECONOMIC DEVELOPMENT DISTRICT AND**

**[NAME OF YOUR ORGANIZATION]**

This Sub-recipient Agreement, hereinafter referred to as “the Agreement,” between the following two parties: 1) North Central New Mexico Economic Development District, hereinafter referred to as “NCNMEDD;” and 2) the [NAME OF YOUR ORGANIZATION], hereinafter referred to as “Sub-recipient,” sets forth the parties’ understanding concerning the establishment and operation of a local project under the Corporation for National and Community Service (“CNCS”) AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended (42 U.S.C. §§4951 *et seq*.), hereinafter referred to as “the Act,” and the Public Works and Economic Development Act of 1965 (42 U.S.C. § 3121 *et seq*.). The primary purpose of this Agreement is for NCNMEDD to provide the Sub-recipient with oneAmeriCorps VISTA member to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as they pertain to economic development, as specified in the Project Application. This Memorandum of Agreement (MOA)(and the activities contemplated under it are completely separate and distinct from any financial assistance awards NCNMEDD has previously granted to the Sub-recipient. Neither the CNCS nor the AmeriCorps VISTA program is a party to this Agreement.

**I. GENERAL PROVISIONS**

**1.     Duration of This Agreement**

This Agreement shall become effective on the date of July 8, 2018 and shall end thereafter on July 6, 2019 unless terminated sooner by either or both of the parties. Termination of the Agreement may occur in compliance with section IV. Paragraph 12 of this Agreement.

**2. Status of VISTA Members during Service**

AmeriCorps VISTA members, in the course of their volunteer service, shall not be considered employees of either the Sub-recipient or NCNMEDD. Because members serve under the authority of Federal statute, their rather limited employment relationship is with the Federal government, not the sponsoring organization, and is governed by Federal law, not State law. An AmeriCorps VISTA member is a Federal resource on loan to a local organization. AmeriCorps VISTA members are regarded as Federal employees only for limited purposes, as defined under 42 U.S.C. § 5055 of the Act; specifically, members are considered Federal employees for purposes of the Hatch Act, the Federal Employees’ Compensation Act (worker’s compensation), the Federal Tort Claims Act, certain provisions of the IRS Code, and Title II of the Social Security Act. They are not regarded as Federal employees for any other purpose, including for purposes of unemployment compensation. Monetary allowances paid by the CNCS to AmeriCorps VISTA members are not regarded as wages. Monetary allowances are considered income for income tax and Social Security purposes.

**II. STATEMENT OF SERVICE ACTIVITIES**

The Sub-recipient shall adhere to the Statement of Service Activities below, including the description of the activities to be performed and the schedule for completing the activities.

*Goals*

This proposed project is designed to provide more intensive outreach to harder-to-reach communities to ensure that the most economically distressed communities are prepared to reap the benefits of NCNMEDD's programs as well as other economic development programs.

There are significant areas of economic distress across the state of New Mexico that would benefit from increased economic development assistance. Many of these areas of high poverty and low per capita income are in remote, rural areas across of State. Currently, NCNMEDD in partnership with regional Economic Development Organization (EDO) partners, endeavors to help these economically distressed communities to attract private sector jobs and private investment to their area, as well as to provide resources for job training.

The Sub-recipient’s area includes counties of significant economic distress as defined by high unemployment and/or low per capita income. Within these areas, there are communities that have even higher levels of distress. The VISTA would focus his/her efforts on these areas, and his/her work would help to build capacity in these economically distressed communities to alleviate poverty, reduce unemployment, and provide a better quality of life for their residents. The expectation is that the VISTA would travel to community and other meetings in these communities to gather in-depth information about the local economic development needs and, with the support of the Sub-recipient, will assist the communities to meet those identified needs. Over the course of the service, it is expected that the VISTA will begin to help communities to problem-solve, recommend economic development activities, and identify potential resources and collaborations for those communities.

*Results*

The Capacity Building Output Performance measures that will be used to assess the program include: completing a community assessment identifying goals and recommendations with the assistance of CNCS-supported organizations; number of organizations that received capacity building services; and number of staff and community volunteers that receive training.

As a result of these in-depth services, we expect that communities will have a broader range of tools and information to engage in economic development activities and long-range economic development planning. In particular, we expect that the VISTA activities will help communities recognize their needs sooner and identify, acquire, and develop more comprehensive resources to meet their goals. VISTAs will be provided with planning, capacity-building, and goal-setting resources and other educational resources so that the assistance provided to communities will be consistent with best practices and calculated to achieve real results that can be measured consistent with the outputs outlined above.

The project will help communities identify their needs and resources to meet the needs over the long-term. In addition, information ascertained and connections made by the VISTA will be used by the Sub-recipient for their on-going long-term planning efforts and for their continued outreach services to the communities.

*VISTA Role*

Initially, the VISTA will be doing outreach, attending meetings, and gathering information. During that time, the VISTA will also be mentored by economic development professionals and will be researching economic development resources. As a result, during the second part of the VISTA program, the VISTA will be able to take more of a leadership role in the communities by helping communities identify resources that fit their needs and goals. In this role, the VISTA will be providing a value-added service to the Sub-recipients’ portfolio of services and will be filling unmet needs in this community.

*Recruitment*

In addition to posting the position on the VISTA job listings, we encourage the Sub-recipient to build on its established relationships with local colleges and universities by recruiting at local colleges and universities as well as from the community. To fulfill the initial goals of this project, which include community outreach and assessment, candidates will need to possess good communication skills and a demonstrated ability to collect and synthesize qualitative information. Some experience working directly with communities, particularly economically distressed or rural communities, is also preferable. Throughout the course of the year, the VISTA will be expected to gain skills in practical research (researching available tools/resources, etc.), grant writing, and SWOT (strengths, weaknesses, opportunities and threats) analysis.

*Orientation and Training*

On-site orientation will be two-fold. First, VISTAs will be provided an orientation to NCNMEDD and its economic development approach upon beginning their term of service. Second, the Sub-recipient will orient the individual VISTAs at their respective offices per their normal procedures. The Sub-recipient will also be expected to introduce the VISTA to the particular community or communities where she/he will focus her/his efforts. VISTAs will be provided with virtual fora to communicate with and learn from each other. In-person meetings between VISTAs will also be arranged if/when feasible.

Additional training opportunities will be provided to VISTAs as they are made available. All travel outside of the VISTA’s state of service will be cleared with CNCS in advance of the travel.

*VISTA Travel and Administrative Support*

VISTAs will be reimbursed by the Sub-Recipient, per its internal policy, for travel outside the “regular” office commute (i.e. to the focus communities). Given the scope of work, NCNMEDD expects this outside travel will be frequent. In addition, the Sub-Recipient will be responsible for providing the resources for the VISTA member to perform their tasks, such as space, consumable supplies and telephone.

*VISTA Assignments*

The duties associated with this VISTA assignment may include:

1. Undertake intensive research into the assigned community/communities. This will include:

* Attending regular community meetings and meeting with community leaders; and
* Gathering and synthesizing quantitative and qualitative data to provide additional insight into the community.

1. Conduct research on economic development best practices and identify how they relate to the focus community/communities;
2. Document a specific SWOT analysis of the focus community/communities;
3. Document a list of concrete, community-driven, goals for the community aimed at reducing the level of economic distress in the community;
4. Identify potential resources and tools to help the community reach those goals;
5. Take steps towards assisting each community in accessing those resources/tools (e.g. grant writing, etc.);
6. Attend regular teleconferences with NCNMEDD as well as Sub-recipient staff meetings;
7. Provide quarterly reports to the AmeriCorps VISTA Lead and/or NCNMEDD documenting activities as well as progress towards program goals;
8. Attend economic development trainings as they become available; and
9. Perform other activities that further the overall goals of the program. These activities may include (but are not limited to) skill-building activities, such as shadowing Sub-recipient staff as they engage in broader economic development projects and planning activities of the Sub-recipient.

**III. RECORDS AND REPORTING**

1. The Sub-recipient will:

1. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project as NCNMEDD may require. The Sub-recipient agrees to retain such records as NCNMEDD and may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to NCNMEDD for the purpose of litigation, audit or examination.
2. Submit Project Progress Reports on a monthly basis. Progress reports shall be due to NCNMEDD on or before the 21st of every month.

**IV. FURTHER RESPONSIBILITIES OF THE PARTIES**

1. **NCNMEDD Responsibilities**. NCNMEDD will:

1. Provide oneAmeriCorps VISTA member to the Sub-recipient at its discretion and provide replacements for any AmeriCorps VISTA member who resigns, transfers to another project, or is terminated or removed by CNCS.
2. Provide technical assistance to the Sub-recipient in planning, developing, and implementing the project.
3. Periodically review and assist the Sub-recipient’s use of AmeriCorps VISTA members to achieve the objectives and perform the tasks specified in the Statement of Service Activities.
4. Promptly respond to written requests by the Sub-recipient to remove any AmeriCorps VISTA member from the project in accordance with the AmeriCorps VISTA program’s policies and procedures.
5. **Sub-recipient Obligations**. The Sub-recipient will:
   1. Assist in the recruitment of applicants for the AmeriCorps VISTA member position.
   2. Prepare and have approved by the appropriate CNCS State Office a Volunteer Assignment Description for each VISTA member assigned to the Sub-recipient.
   3. Ensure authorization for the AmeriCorps VISTA member to use the Sub-recipient’s facilities.
   4. Provide assistance in locating safe/affordable housing and other assistance for the AmeriCorps VISTA member within the EDD region.
   5. Submit on-site orientation training plans to the appropriate CNCS State Office at least 30 days in advance of the proposed starting date of such training. On-site orientation training must occur and be completed within the first two to four weeks of an AmeriCorps VISTA member’s assignment to the Sub-recipient.
   6. Assist in the provision of pre-service, early service, Virtual Member Orientation and in-service training.
   7. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become, applicable to the program.
   8. Provide on-the-job transportation, administrative resources, and other project support as specified in the Statement of Service Activities. Travel expenses shall be paid for in compliance with the Sub-recipient’s internal policies.
   9. Provide day-to-day supervision of all assigned AmeriCorps VISTA members.
   10. Ensure that the Sub-recipient’s AmeriCorps VISTA Supervisor(s) consults with the NCNMEDD AmeriCorps VISTA Supervisor with regards to supervisory expectations.
   11. Make every reasonable effort to ensure that the health and safety of AmeriCorps VISTA members are protected during the performance of their assigned duties. The Sub-recipient shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
   12. Allow AmeriCorps VISTA members opportunities to participate in local and/or national emergency disaster relief efforts if needed in the event of a disaster.  All AmeriCorps VISTA Program policies, terms, and conditions remain in effect and benefits and protections afforded and provided to AmeriCorps VISTA members and Sponsors and Sub-recipients shall continue while on special disaster relief assignment as if the AmeriCorps VISTA members are in traditional service at the originally assigned Sub-recipient.
   13. Allow AmeriCorps VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week, should activities be organized in the communities where the members are in service.
   14. Report to NCNMEDD, within 24 hours, the unscheduled departure of AmeriCorps VISTA members, and otherwise keep NCNMEDD timely informed of unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, hospitalization, and absence without leave.
   15. Ensure that persons selected as AmeriCorps VISTA members to serve at the Sub-recipient are not related by blood or marriage to project staff, NCNMEDD or Sub-recipient staff, officers or members of NCNMEDD or Sub-recipient’s Board of Directors, or responsible CNCS program staff.
   16. Provide all AmeriCorps VISTA members with grievance rights and procedures in accordance with Federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.
   17. If circumstances require, the Sub-recipient will be required to advance up to $500.00 to any AmeriCorps VISTA member in case of any emergency (e.g., critical illness or death in the immediate family) to be reimbursed by CNCS when the Sub-recipient and AmeriCorps VISTA member have completed and submitted an AmeriCorps VISTA Payment Voucher. CNCS will not be responsible for the reimbursement of these funds unless the AmeriCorps VISTA Payment Voucher form is submitted to the CNCS State Program Director.
   18. By the effective date of this Agreement, the Sub-recipient must certify that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it has taken all reasonable measures to ensure that its facilities and all participating project sites are accessible to qualified persons with disabilities, promote their equal participation, and do not otherwise discriminate against such persons based on disability.
   19. Ensure that all VISTA resources are properly used at all times. If CNCS determines that the Sub-recipient has misused VISTA resources in violation of Federal law, Federal regulation, or the terms or conditions of this Memorandum of Agreement, the Sub-recipient may be held financially responsible to reimburse CNCS for VISTA living allowances, and, if applicable, end of service awards and other CNCS funds provided in support of a VISTA member.

3. **Nondiscrimination**

**a. General Prohibition**

No person with responsibilities in the operation of the project, whether affiliated with the Sponsor or the Sub-recipient, shall discriminate against any AmeriCorps VISTA 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, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

1. **Sexual Harassment**

Sexual harassment is a form of discrimination based on sex. The Sub-recipient must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

1. Acts of “quid pro quo” sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Sub-recipient, its agents or supervisory employees should have known of the acts.
2. Unwelcome sexual advances, requests 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.
3. Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Sub-recipient, its agents or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

4. **Delegation and Subcontracting**

The Sub-recipient is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement. AmeriCorps VISTA members may not be assigned by the Sub-recipient to perform duties with other public or private non-profit agencies or organizations.

5. **Supplemental Payments Prohibited**

Monetary subsistence allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. NCNMEDD and the Sub-recipient are strictly prohibited from supplementing these allowances and must ensure that others do not do so.

6. **Prohibitions on Use of CNCS Assistance by NCNMEDD and Sub-recipient in Certain Circumstances**

NCNMEDD and the Sub-recipient both agree that no AmeriCorps VISTA member assigned to the Sub-recipient, and no other Federal financial assistance provided by the CNCS, under this Agreement, shall be used to assist, provide or participate in:

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

7. **NCNMEDD and Sub-recipient further agree not to:**

1. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
2. Assign AmeriCorps VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
3. Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.
4. Approve the involvement of any AmeriCorps VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.

**9. Amendments**

This Sub-recipient Agreement may be amended at any time, in writing, executed by authorized representatives of NCNMEDD and Sub-recipient.

**10. Severability**

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.

**11. Notices**

All notices and communications required to be given to NCNMEDD by the Sub-recipient shall be directed to Scott Beckman at scottb@ncnmedd.com. All notices and communications from NCNMEDD to the Sub-recipient shall be directed to [Sub-recipient Contact] at [Sub-recipient contact’s mailing address.]

In the event that any of the parties or addresses named in the above paragraph change, written notice to all other parties must be provided immediately.

**12. Termination, Suspension, or Non-Renewal**

Either party may terminate this Agreement at any time by giving at least thirty (30) days’ notice in writing to the other party. Termination of the Agreement may occur if NCNMEDD in its sole discretion determines the Sub-recipient materially fails to comply with any of the Agreement’s terms.

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date.

SPONSOR SUBRECIPIENT

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Sponsor Signature) (Subrecipient Signature)

Name: \_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print) (Print)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print) (Print)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: Address:

Phone: Phone: