

**CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AmeriCorps VISTA
MEMORANDUM OF AGREEMENT**



Between

City of Lancaster
44933 Fern Ave
Lancaster, CA 93534-2461
EIN: 953213004
and

Corporation for National and Community Service
California State Office
11150 West Olympic Blvd.
Suite 670
Los Angeles, CA 90064-1815

Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, "the Act"

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) City of Lancaster, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to ten(10) AmeriCorps VISTA members to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The Agreement provides for the assignment of up to ten (10) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by the CNCS. The final number of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources, and budget of the VISTA program.

I. GENERAL PROVISIONS

1. Duration of This Agreement

This Agreement is for one year, and shall become effective on the date of 06/28/2015 execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 06/28/2015 and shall end thereafter on 06/25/2016, unless terminated sooner by either or both of the parties.

2. Status of VISTA Members During Service

AmeriCorps VISTA members are eligible for all benefits and coverage provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the "income disregard" provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

AmeriCorps VISTA members shall not be considered employees of the Sponsor. AmeriCorps VISTA members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act.

II. RESPONSIBILITIES OF THE PARTIES

1. CNCS Responsibilities. CNCS will:

- a. Select individuals to serve as AmeriCorps VISTA members at Sponsors, and enroll individuals as AmeriCorps VISTA members in the AmeriCorps VISTA program.
- b. Assign AmeriCorps VISTA members to the Sponsor. All member assignments are at the discretion of CNCS and subject to availability of funds.
- c. Provide technical assistance to the Sponsor in planning, development, and implementation of the project.
- d. Process and select member applications submitted by Sponsor.
- e. Provide AmeriCorps VISTA candidate in-processing and pre-service orientation at AmeriCorps VISTA program expense.
- f. Provide AmeriCorps VISTA members with any benefits to which each is eligible, as prescribed by statute and VISTA program policy. Depending on the eligibility and circumstances of each VISTA member, benefits may include living allowance, relocation assistance, end of service awards, health coverage, life insurance coverage, and/or child care coverage.
- g. Subject to the availability of funds, conduct training for the Sponsor's AmeriCorps VISTA supervisors(s).
- h. Periodically review and assist the Sponsor's use of AmeriCorps VISTA members to achieve the objectives and perform the task(s) specified in the Project Narrative part of the Project Application.
- i. Promptly respond to written requests by the Sponsor to remove any AmeriCorps VISTA member from the project in accordance with CNCS's policies and procedures.
- j. Provide the Sponsor timely information concerning applicable CNCS and AmeriCorps VISTA regulations,

policies and procedures.

k. Provide to AmeriCorps VISTA candidate and members information regarding volunteer discrimination complaint procedures, and grievance procedures, as provided in federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.

l. Effect removals of AmeriCorps VISTA members from Sponsors, and effect early terminations from the AmeriCorps VISTA program of AmeriCorps VISTA members.

2. Sponsor Obligations. The Sponsor will:

a. To the maximum extent practicable, consult with and use the people of the community to be served by AmeriCorps VISTA members in planning, developing, and implementing the project.

b. 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.

c. Operate the project in accordance with the approved Project Application.

d. Prepare and have approved by the appropriate CNCS State Office a Volunteer Assignment Description (VAD) for each VISTA member assigned to the Sponsor.

e. Engage in best efforts to accomplish the goals set out for the AmeriCorps VISTA members in the Project Application, and comply with the Assurances included within the Project Application.

f. Arrange and be responsible for providing in-depth on-site orientation and training for all incoming AmeriCorps VISTA members at the beginning of their service.

g. Assist in the provision of pre-service, and in-service training (online or face-to-face), as specified in the Project Narrative.

h. Supervise all assigned AmeriCorps VISTA members on a day-to-day basis, and as described in the Project Narrative.

i. Provide on-the-job transportation, administrative resources and other project support needed to successfully conduct the project.

j. Provide all AmeriCorps VISTA members grievance rights and procedures in accordance with federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.

- k. Maintain such records and accounts, including the tracking of leave taken by assigned AmeriCorps VISTA members, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project, as CNCS may require. The Sponsor agrees to retain such records as CNCS 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 CNCS for the purpose of litigation, audit or examination.
- l. If circumstances require, the Sponsor will 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 Sponsor 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 State Program Director.
- m. Report to the appropriate CNCS State Office, within 24 hours, the unscheduled departure of all assigned AmeriCorps VISTA members, and otherwise keep CNCS timely informed of unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, medical emergencies, hospitalization, and absence without leave.
- n. Submit Project Progress Reports within the required time frame.
- o. Submit on-site orientation training plans to the appropriate CNCS State Office at least thirty (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 Sponsor.
- p. Ensure that the Sponsor's AmeriCorps VISTA Supervisor(s) participate(s) in AmeriCorps VISTA supervisory orientation provided by CNCS, and ensure training of subrecipient supervisors.
- q. Make every reasonable effort to ensure that the health and safety of all assigned AmeriCorps VISTA members are protected during the performance of their assigned duties. The Sponsor shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- r. By the effective date of this Agreement, the Sponsor 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 (i.e., subrecipients) are accessible to qualified persons with disabilities, promotes their equal participation, and does not otherwise discriminate against such persons based on disability.
- s. On a biweekly basis, return the Sponsor Verification Form to the CNCS State Office within three (3)

workdays of receipt. The Sponsor must indicate actual departure date(s) of AmeriCorps VISTA member(s) who leaves prior to completion of service date(s). The Sponsor must certify the Form even if no AmeriCorps VISTA members left/leave during the pay period covered by the form.

t. Should activities be organized in the communities where the AmeriCorps VISTA members are assigned for service, allow assigned AmeriCorps VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week.

u. VISTA resources include the time and activities of the VISTA member CNCS assigns to the VISTA Sponsor and supports through VISTA member benefits. The Sponsor is required to ensure that all VISTA resources are properly used at all times. If CNCS determines that the Sponsor, and/or, if applicable, any subrecipient of the Sponsor (as described below in Section II.3. of this Agreement), has misused VISTA resources in violation of Federal law, Federal regulation, or the terms or conditions of this Memorandum of Agreement, the Sponsor and/or the subrecipient 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. Whether the Sponsor and/or the subrecipient is held financially responsible to reimburse CNCS is within CNCS's complete discretion.

3. Obligations of the Sponsor and any subrecipient of the Sponsor

a. The Sponsor may carry out a VISTA project through, in part, one or more subrecipients. The Sponsor must enter into a subrecipient agreement with each subrecipient. A subrecipient agreement must have at least the following elements:

- (1) A project plan to be implemented by the subrecipient;
- (2) Records to be kept and reports to be submitted;
- (3) Responsibilities of the parties and other program requirements;
- (4) Suspension and termination policies and procedures.
- (5) Written understanding and agreement that: (i) the subrecipient is required to properly ensure that all VISTA resources are used to carry out the VISTA project in conformity with all applicable CNCS laws, regulations, policies, procedures and program guidance; and (ii) the subrecipient must provide information to the Sponsor on the use of all VISTA resources; and
- (6) Written understanding and agreement that while the Sponsor maintains responsibility for the subrecipient's proper use of VISTA members, the subrecipient may be held financially responsible to CNCS for the inappropriate use of all such VISTA resources by the subrecipient.

b. The Sponsor retains the responsibility for compliance with this Memorandum of Agreement; any agreements that it has with subrecipient(s); all applicable regulations; and all applicable policies, procedures, and program guidance issued by CNCS regarding the VISTA program. The Sponsor shall not request or receive any

compensation from a subrecipient for services performed by a VISTA member of Summer Associate.

c. The Sponsor shall not receive payment from, or on behalf of, the subrecipient for costs associated with VISTA program assistance, except for reasonable and actual costs incurred by the Sponsor directly related to the subrecipient's participation in a VISTA project

4. Affiliation with the Corporation for National and Community Service and AmeriCorps VISTA

a. The Sponsor must identify the project as an AmeriCorps VISTA project and assigned members as AmeriCorps VISTA members. In cases where the Sponsor has one or more subrecipient(s) as described above in Section II.3., all subrecipient agreements related to the AmeriCorps VISTA project must explicitly state that the project is an AmeriCorps VISTA project and assigned AmeriCorps VISTA members are the resource being provided.

b. AmeriCorps VISTA is a registered service mark of the Corporation for National and Community Service. If a Sponsor uses a CNCS or AmeriCorps VISTA service mark or name, AmeriCorps VISTA must be identified as a Federal assistance provider. Sponsors and subrecipients must use the AmeriCorps VISTA name and logo in accordance with CNCS requirements. The Sponsor may not use or display the AmeriCorps VISTA name or logo in connection with any prohibited activity referenced in Sections 8-11 of Part II of this Agreement.

5. Joint Responsibilities

The Sponsor will identify and interview AmeriCorps VISTA applicants with support from CNCS.

The Sponsor and CNCS will cooperate together in all pre-service and in-service trainings (online or face-to-face), in accordance with all applicable CNCS policies.

6. Prohibition on Nepotism

To avoid actual or apparent favoritism in the operation of an AmeriCorps VISTA project, CNCS's AmeriCorps VISTA program prohibits certain placement and assignment arrangements, as follows:

a. VISTA Members

An AmeriCorps VISTA member cannot be placed or assigned to an AmeriCorps VISTA project site if s/he:

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at the Sponsor or a subrecipient;

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the

project, either at the Sponsor or a subrecipient;

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service; or

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service.

b. VISTA Project Supervisory Employees

A project site employee is prohibited from holding a VISTA project supervisory position if s/he:

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any CNCS official responsible for the AmeriCorps VISTA project;

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any CNCS official responsible for the AmeriCorps VISTA project;

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any project site employee who holds supervisory authority over him/her; or

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any project site employee who holds supervisory authority over him/her.

7. Nondiscrimination

No person with responsibilities in the operation of the project 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.

8. Sexual Harassment

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As the recipient of federal financial assistance from CNCS, the Sponsor is 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:

Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits,

regardless of whether the Sponsor, its agents or supervisory employees should have known of the acts;

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.

Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Sponsor, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

9. Delegation and Subcontracting

The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement, with the exception of delegation or assignment to approved subrecipients. AmeriCorps VISTA members may be assigned by the Sponsor to perform duties with other public or private non-profit agencies or organizations ("project sites") as described in the Project Narrative and in accordance with written subrecipient agreements.

10. Supplemental Payments Prohibited

Monetary subsistence (living) 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. Neither the Sponsor nor its subrecipients may supplement these allowances in a manner that would interfere with the member's experience of living at or below the poverty level. Sponsors and subrecipients are strictly prohibited from providing VISTA members or Summer Associates with cash.

11. Prohibitions of Use of CNCS Assistance By Sponsor

The Sponsor agrees that no AmeriCorps VISTA member assigned to the Sponsor, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:

- a. Partisan and non-partisan political activities associated with a political candidate, 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; or d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

12. Whistleblower Rights and Remedies for Employees of the Sponsors

A. The Sponsor is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at <http://www.cncsoig.gov/contractor-whistleblower-protection-0#node-1001> . As such, Sponsor is required to notify all of its employees that they may not be discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably

believes is evidence of:

1. Gross mismanagement or waste of a Federal contract or grant;
2. An abuse of authority relating to a Federal contract or grant (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS);
3. A substantial and specific danger to public health or safety, or
4. A violation of law, rule, or regulation related to a Federal contract or grant.

B. The Sponsor is required to notify all of its employees that an employee may disclose suspected wrongdoing described above in Section 12.A. to any of the following:

1. The CNCS Office of Inspector General;
2. A CNCS employee responsible for contract or grant oversight or management;
3. A management official or other employee of the Sponsor who has the responsibility to investigate, discover, or address misconduct, or;
4. An authorized official of the U.S. Department of Justice or other law enforcement agency, a Member of Congress, or a representative of a committee of Congress, or the Government Accountability Office (GAO).

C. The Sponsor is required to notify all of its employees in writing that if an employee believes that he or she has been subjected to reprisal for disclosed wrongdoing described above in Section 12.A., the employee may submit a complaint to the CNCS OIG within three (3) years of the date on which the alleged reprisal took place.

13. The Sponsor further agrees not to:

- a. 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.
- b. Assign AmeriCorps VISTA members to activities that would supplant the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
- c. Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.

d. Request, charge or accept participation or application fees from VISTA members, VISTA candidates, and potential AmeriCorps VISTA candidates.

e. Require or accept application fees from potential subrecipients, or require participation fees above and beyond the actual cost of support provided by the primary Sponsor.

14. Amendments

This Memorandum of Agreement may be amended at any time, in writing, executed by authorized representatives of the Sponsor, and the appropriate CNCS State Director, and, if appropriate, the appropriate CNCS Executive Officer. In addition all parties agree to amend this Agreement as required by paragraph 19 of Part II, "Increases in AmeriCorps VISTA Members Allowances During This Agreement."

15. 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.

16. Notices

All notices and communications required to be given to CNCS by the Sponsor, except as specifically provided in paragraph 17 of Part II, shall be directed to the CNCS State Program Director or Specialist at the State Program Office Address provided below. All notices to be given to the Sponsor by CNCS shall be directed to Kelvin Tainatongo at 44933 Fern Ave
Lancaster, CA 93534-2461.

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. Such written notice should include the Project number and Sponsor EIN.

17. Termination or Suspension

Sponsor: Right to Terminate with Notice. The Sponsor may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to CNCS of its intent.

CNCS: Right to Terminate or Suspend. CNCS may terminate or suspend this Agreement in accordance with applicable terms and procedures set forth in applicable Federal regulations and 42 U.S.C. § 5052. . Sponsor understands and agrees that CNCS may take action to terminate or suspend this Agreement, or deny renewal of this Agreement or VISTA resources, for failure to comply with the applicable terms and conditions of this Agreement.

18. Order of Precedence

In the event of inconsistencies or conflicts between the Project Narrative and the Agreement, this Agreement shall govern.

19. Increases in AmeriCorps VISTA Payment Amounts During This Agreement

The parties to this Agreement are cognizant of the likelihood of future area-based "cost-of-living" increases to subsistence allowances, to which AmeriCorps VISTA members would be entitled, in the course of their service at the Sponsor. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, AmeriCorps VISTA members shall reflect and be adjusted to account for such general increases, in accordance with the Act and CNCS's regulations and procedures.

OFFICIAL SIGNATURE SHEET

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

Corporation for National and Community Service

By: 
(Sponsor Signature)
Name: ~~Mr. Kelvin Tainatongo~~
Mark Bozigian
Title: City Manager
Date: June 11, 2015

By: _____
(State Director Signature)
Name: Kristen Haggins
Title: State Program Director
Date: _____

Address: City of Lancaster
44933 Fern Ave
Lancaster, CA 93534-2461

Address: California State Office
11150 West Olympic Blvd.
Suite 670
Los Angeles, CA 90064-1815

Phone: (661) 723-6000

Phone: (310) 235-7421