



## **Downtown Capacity Builders VISTA Program**

### **Memorandum of Understanding (MOU) Between Colorado Community Revitalization Association, dba Downtown Colorado, Inc.**

**&**

### **Longmont Downtown Development Authority**

This Memorandum of Understanding (MOU) establishes a collaborative partnership between the above entities from January 2021 through the end of VISTA term(s).

This document defines the responsibilities of Downtown Colorado, Inc. (DCI) as the Project Sponsor and **Longmont Downtown Development Authority** as the Project Host Site with respect to the assignment of a AmeriCorps VISTA member to perform services outlined in the VISTA Assignment Description included in Appendix A. 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 Downtown Colorado, Inc., CNCS Project Number 16VSWCO001, 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, Downtown Colorado, Inc. 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 Downtown Colorado, Inc.

- c. Monitor VISTA placements 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 Virtual Member Orientation (VMO) 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 virtual member 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 the 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.
- g. Coordinate and communicate quarterly trainings and professional development opportunities to the VISTA.

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. Notify DCI immediately of unexplained VISTA absence, lack of communication or problems.
- c. Final approval for all VISTA candidates to attend VMO is subject to review and selection by the Colorado State CNCS office.
- d. Submit a VISTA Assignment Description (VAD) and Position Description to Project Sponsor for approval and complete all edits requested by Project Sponsor.
- 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 Assignment Description (VAD) 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 40 hours per week to their approved VISTA Assignment Description to address the community needs identified by the Project Host Community.
- h. Ensure that VISTAs track their hours, sick days and leave days following the Project Host Site's existing procedures and tracking mechanisms.

- i. Submit the VISTA member's timesheet on the 26<sup>th</sup> of each month. Inform the VISTA Supervisor and Director of Downtown Colorado, Inc. of any changes in status of the VISTA and other concerns related to the VISTA Project by completing a brief form on the 12<sup>th</sup> and 26<sup>th</sup> of each month.
  - j. Ensure that VISTA completes a brief monthly project report to DCI.
  - k. Schedule regular meetings (preferably weekly) with the VISTA member(s) to discuss the project and other concerns.
  - l. Provide adequate working space, materials, supplies, and access to a phone and computer to permit the VISTA member to perform his/her assigned duties.
  - m. 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.
  - n. Allow the VISTA member to participate in scheduled professional development and training opportunities, site visits, and conference calls. The VISTA member will be required to attend four trainings hosted by Downtown Colorado, Inc. All costs associated with these trainings, including reimbursement for travel, will be covered by DCI.
  - o. Allow the VISTA member to participate in disaster relief/emergency response efforts as directed by CNCS.
  - p. 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 Downtown Colorado, Inc. or in a community where the VISTA member is serving.
3. Payment Terms and Dates
- a. The Project Host Site agrees to pay Downtown Colorado, Inc. a total of \$15,500 for the services of the VISTA volunteer; \$3,000 for administrative fees due upon signing this MOU and the remaining \$12,500 due upon the physical arrival of the VISTA volunteer at the Host Site.
  - b. If the VISTA volunteer exits the project before completion of service, DCI will give the Project Host Site a pro-rated refund for the remaining VISTA Stipend minus \$3,000 for DCI administrative time. The pro-rated refund will thus equal \$9,000 (the amount eligible to be refunded) divided by 12, or times the months remaining for the year of service at the time of departure. Only complete remaining months will be refunded.
  - c. In addition, the host site is encouraged to provide \$4,000 over the course of the year directly to the VISTA's landlord to assist with housing expenses (\$333

monthly). Alternative arrangements for housing assistance are possible, if the Project Host Site can locate housing for the VISTA, subject to approval by Downtown Colorado, Inc. and the Colorado State CNCS office.

- d. VISTA volunteers cannot be released from their position under the same procedures as regular employees as only the Corporation for National and Community Service (CNCS) can officially suspend or terminate a VISTA volunteer. Host Site organizations not in compliance with all program expectations may not be eligible for a partial refund of the VISTA Stipend. In the event of a termination of the VISTA Volunteer, the \$500 travel and training fee will not be refunded and housing assistance may be terminated at the Host Site communities' discretion.

#### 4. 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 Downtown Colorado, Inc. The Project Sponsor Supervisor or Director of Downtown Colorado, Inc. 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.

#### 5. Non-Discrimination & Sexual Harassment

- a. No person with responsibilities in the operation of the project shall discriminate against any VISTA member, member of the staff, 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.

- b. 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:
  - i. 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.
  - ii. 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.
  - iii. 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.

## 6. 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:

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

#### 7. 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.

#### 8. Termination

- a. Downtown Colorado, Inc. will use the above provisions to determine continued eligibility of **Longmont Downtown Development Authority** 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 Downtown Colorado Capacity Buildings Initiative will provide 14 days' notice of termination of and/or VISTA removal/transfer from the project.
- b. Any termination of the Memorandum of Understanding between Downtown Colorado, Inc. 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 Downtown Colorado, Inc. and **Longmont Downtown Development Authority**.

Signature\_\_\_\_\_

Date\_\_\_\_\_

**Kylie Brown**

**VISTA Program Supervisor**

**Downtown Colorado, Inc.**

Signature\_\_\_\_\_

Date\_\_\_\_\_

**Kimberlee McKee**

**Executive Director**

**Longmont Downtown Development  
Authority**

**ADDENDUM TO MOU BETWEEN DOWNTOWN COLORADO, INC. d/b/a COLORADO COMMUNITY  
REVITALIZATION ASSOCIATION AND LONGMONT DOWNTOWN DEVELOPMENT AUTHORITY**

1. For all purposes, VISTA volunteer and Downtown Colorado, Inc. are an independent contractor of the Project Host Site and not an employee. This MOU shall not be deemed to create any partnership or joint venture or other enterprise between the parties or any employer-employee relationship and is executed, in part, to rebut the presumptions set forth in Sec. 8-40-202(2), C.R.S. VISTA volunteer shall obtain workers' compensation, medical, health, unemployment and other insurance and coverage through the Americorps VISTA program, as referenced in the VISTA Member Handbook, as may be required by law and not from or through the Project Host Site. The VISTA volunteer is required to make appropriate filings with federal, state, and local taxing authorities to include income tax, social security, Medicare and other payments as may be applicable to compensation or benefits of VISTA volunteer. No federal or state withholdings shall be made by Project Host Site on any compensation paid for services rendered under this MOU.
2. To the extent that this MOU shall extend beyond the current fiscal year of the Project Host Site, all financial obligations of Project Host Site are expressly made contingent on annual appropriation and budgeting funds for the discharge of any such financial obligations.
3. This MOU shall be interpreted using the laws of the State of Colorado.