



City of Santa Fe, New Mexico

Memorandum



Date: January 3, 2024

To: John Blair, City Manager

Via: Johanna Nelson, Director, Economic Development

From: Casey Dalbor, Business Growth Manager

CC: Emily Oster, Finance Director
Geraldyn Cardenas, Interim City Clerk
Patricia Feghali, Assistant City Attorney
Elisa Portillo, Economic Development Specialist

RE: VISTA Agreement for NCNMEDD

ITEM AND ISSUE:
AmeriCorps VISTA Service Agreement for Poverty Alleviation

BACKGROUND:

AmeriCorps VISTA concentrates on alleviating poverty in the US and operates under the sponsorship of the North Central New Mexico Economic Development District (NCNMEDD). We are seeking payment for a designated 'volunteer' through NCNMEDD, an entity with established financial agreements. The committed services span over two years, aiming for poverty alleviation through economic development initiatives. Specific tasks encompass strategic planning for economic development in the city, providing support to the workforce, and creating a free Wi-Fi program specifically targeted at marginalized communities. The agreed-upon amount for this endeavor is \$22,881.85, to be paid directly to NCNMEDD.

ACTION REQUIRED:

Approval of the Agreement in the amount of \$22,881.85 for VISTA Payment.

ATTACHMENTS

- Summary of Contracts
- VISTA Agreement

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: North Central New Mexico Economic Development District

Procurement/contract Title: Visa Agreement for NCNMEDD

Procurement Method/Vehicle: ☐ Sole Source ☐ State Price Agreement/Existing ☐

Cooperative ☐ Request For Proposals(RFP) ☐ Invitation To Bid (ITB) ☐ Exempt: 13-1-98

☐ Small Purchase (Contract Under \$60,000) ☒ Other: Agreement of Services

Requesting Department: Economic Development **Staff Name :** Casey Dalbor

Procurement Requirements: Vista Agreement for NCNMEDD for Poverty Alleviation

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
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<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Written Determination (srvs)

RFP - Confidential info to be provided to GB by CPD Buyer

ITB (include bid tab)

Other: _____

Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)

Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)

Summary of Contract (only on contracts)

Current Santa Fe Business Registration (or Exemption if no tax)

Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)

Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)

Evaluation Committee Report (RFPs only)

Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email

>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)

YES	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Quote(s) (3 Valid & Current for Over 20k)

BAR

FIR

Certificate of Insurance (srvs)

Casey Dalbor

Department Point of Contact

Johanna C. Nelson

Department Director

Johanna Lovato Montano

Chief Procurement Officer

ITT Representative

Business Growth Manager 1/3/2024

Title

Date

1/3/2024

Date

Jan 3, 2024

Date

Title

Date



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: _____ Procurement # (RFP/ITB# If any): _____

Contractor: North Central Economic Development District

Procurement Method/Vehicle: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☒ SWPA/Existing ☐

Description/Title: NCNMEDD VISTA Agreement

Contract: ☐ Agreement: ☒ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 1/15/2024 Term End Date: 1/15/2026 Total Contract Amount: \$22,881.85

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: _____

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: Exempt via Travis Leyda- Dutton

JorAnn Lovato Montano

Purchasing Officer Review: _____

Jan 3, 2024

Date: _____

Comment & Exceptions: _____

4. Funding Source: Office of Economic Development

Org / Object: 2122800/510300

Andy Hopkins

Andy Hopkins (Jan 7 2024 12:21 MST)

Budget Officer Approval: _____

Jan 3, 2024

Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Johanna Nelson

Phone #: 505-699-7003

To be recorded by City Clerk: _____

Clerk #: _____

Email: _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [NELSON, JOHANNA C.](#); [DALBOR, CASEY J.](#)
Cc: [FEGHALI, PATRICIA](#); [PORTILLO, ELISA M.](#)
Subject: Re: procurement agreement question?
Date: Wednesday, December 27, 2023 8:16:41 AM
Attachments: [image001.png](#)

Nothing else is needed. You may use this email as the exempt determination.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

From: NELSON, JOHANNA C. <jcnelson@santafenm.gov>
Sent: Wednesday, December 27, 2023 8:13:25 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; DALBOR, CASEY J. <cjdalbor@santafenm.gov>
Cc: FEGHALI, PATRICIA <pfeghali@santafenm.gov>; PORTILLO, ELISA M. <emportillo@santafenm.gov>
Subject: RE: procurement agreement question?

That is great news!!

Overall- poverty alleviation through ED efforts. Examples of work include:

- Help with strategic ED plan for city which includes convening public and community engagement
- Support on workforce efforts

Let me know if you need more details.

Thank you!!

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, December 27, 2023 8:09 AM
To: NELSON, JOHANNA C. <jcnelson@santafenm.gov>; DALBOR, CASEY J. <cjdalbor@santafenm.gov>
Cc: FEGHALI, PATRICIA <pfeghali@santafenm.gov>; PORTILLO, ELISA M. <emportillo@santafenm.gov>
Subject: Re: procurement agreement question?

Good morning, thank you for the clarification. If you're going to pay NCNMEDD directly, this is exempt. What services will this person be providing?

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351

tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

From: NELSON, JOHANNA C. <jcnelson@santafenm.gov>
Sent: Wednesday, December 27, 2023 5:19:39 AM
To: DALBOR, CASEY J. <cjdalbor@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: FEGHALI, PATRICIA <pfeghali@santafenm.gov>; PORTILLO, ELISA M. <emportillo@santafenm.gov>
Subject: RE: procurement agreement question?

To clarify-

VISTA is like Peace Corps but is focused on alleviating poverty in the US. This is sponsored by the NCNMEDD- the Council of Governments for our region.

We are requesting to pay a "volunteer" through NCNMEDD- a gov entity with whom we have other financial agreements. Requesting we pay this like we pay for other services? However, we're uncertain how to handle this because it's over 20K. Is this different because it's a gov. entity?

Thanks for your feedback as this is time-sensitive.

From: DALBOR, CASEY J. <cjdalbor@santafenm.gov>
Sent: Monday, December 18, 2023 4:00 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: FEGHALI, PATRICIA <pfeghali@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>
Subject: procurement agreement question?

Hey Travis,

Good afternoon.

I have a quick question, we are agreeing to hire an AmeriCorps VISTA, and the amount of the agreement is \$22,881.85, do we need to submit it to procurement for approval?

Cheers-

Casey Dalbor
Business Growth Manager



SUBRECIPIENT AGREEMENT BETWEEN
THE NORTH CENTRAL NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT AND
CITY OF SANTA FE

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 City of Santa Fe, 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 one AmeriCorps 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 Agreement 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 January 1, 2024, and shall end thereafter on May 25, 2027, 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

The overarching goal of this initiative is to bolster the City of Santa Fe's capabilities in addressing poverty within marginalized communities. This entails active collaboration with City Staff to provide substantial backing for the Economic Development Strategic Action Plan (SAP) and the Community Navigator Program. This program aims to bridge the gap between underrepresented communities facing poverty and essential business resources and entrepreneurial opportunities.

Simultaneously, the project is dedicated to advancing workforce development initiatives, providing unwavering support for career pathways, comprehensive job training, and the enhancement of job-related skills. These efforts are crucial in empowering individuals within Santa Fe to access better employment opportunities and break the cycle of poverty.

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

The VISTA will collaborate with City Staff in the development of Santa Fe's Economic Development Strategic Action Plan (SAP). The VISTA will engage with City Staff to implement the Community Navigator Program. This program connects under-represented communities in poverty to business resources and entrepreneurship opportunities. The VISTA will collaborate to create and implement pathways for workforce development that open new successful careers, and dynamic job & skills training for community members in poverty.

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, 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 training 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). 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. Stakeholder Engagement and Analysis:** Collaborate with City Staff to identify and engage key stakeholders such as local businesses, industry leaders, community organizations, and residents. Conduct stakeholder interviews, focus groups, and surveys to gather insights into economic needs and opportunities.

2. **Data Collection and Analysis:** Assist in collecting and analyzing economic data, including demographic trends, employment statistics, industry sectors, and market trends. Work with City Staff to evaluate the current economic landscape and identify areas for growth and improvement.
3. **Facilitation of Strategy Workshops:** Organize and facilitate workshops involving City Staff and stakeholders to brainstorm and prioritize economic development goals. Facilitate discussions on strategies to attract investment, foster entrepreneurship, and promote job creation.
4. **Documentation and Plan Development:** Collaborate in drafting the Economic Development SAP document based on the insights gathered from workshops and data analysis. Outline clear objectives, action plans, and timelines for implementation.
5. **Financial Analysis and Resource Allocation:** Assist in conducting financial analyses to determine resource needs for implementing the SAP. Collaborate with finance teams to estimate budgets, funding sources, and potential grants or incentives to support economic initiatives.
6. **Performance Measurement Framework:** Work with City Staff to develop a framework for measuring the success of the Economic Development SAP. Define key performance indicators (KPIs) to track progress and establish regular reporting mechanisms.
7. **Policy Review and Recommendations:** Collaborate in reviewing existing economic policies, regulations, and incentives. Provide recommendations for policy enhancements or new initiatives that align with the goals of the Economic Development SAP.
8. **Community Engagement and Communication:** Support City Staff in developing communication strategies to engage the community and raise awareness about the Economic Development SAP. Organize public forums, information sessions, or outreach campaigns to gather feedback and support.
9. **Capacity Building and Training:** work with department staff to offer training sessions or workshops to City Staff involved in economic development initiatives. Provide education on economic development principles, data analysis, grant writing, or project management to enhance their capabilities.
10. **Continuous Evaluation and Adaptation:** Collaborate on establishing a regular review process to evaluate the effectiveness of implemented strategies. Collect feedback, analyze results, and adapt the SAP as needed to respond to changing economic conditions.
11. **Engaging Underserved Communities:** Work with OED staff to actively reach out to marginalized and systematically underrepresented city sectors, including those facing poverty and disenfranchisement. Establish connections with residents, local businesses, community leaders, and organizations to understand their unique challenges and needs.
12. **Identifying Historical Barriers and Solutions:** Conduct thorough assessments immediately after engaging communities to identify historical obstacles limiting access to business resources and entrepreneurial opportunities within these communities. Craft strategies and solutions based on community feedback to break down these barriers.
13. **Validating Community Objectives:** Subsequently, utilize surveys, focus groups, or community meetings to validate the specific needs and objectives of marginalized communities regarding business resources and entrepreneurship. Ensure that initiatives are shaped by and aligned with the genuine aspirations of these communities.

14. **Tailored Outreach for Inclusivity:** Design outreach strategies and materials tailored to effectively communicate with marginalized groups. Begin creating multilingual materials, utilizing diverse communication channels, and respecting cultural nuances to ensure inclusivity and accessibility.
15. **Setting Attainable Goals with the Community:** Collaborate with community members and stakeholders after understanding their needs to set clear, attainable goals, and milestones for the Community Navigator Program. Ensure that these objectives are realistic and measurable, aligning closely with the identified needs and aspirations of underrepresented communities.
16. **Tracking Progress for Impact:** Implement tracking mechanisms and data collection methods once the program is initiated to monitor its effectiveness within these underrepresented city sectors. Develop measurable indicators and assessment tools to gauge the program's impact and reach as it progresses over time.
17. **Partnerships for Equity:** Cultivate partnerships with external training providers and educational institutions to empower underserved communities with specialized job training opportunities. Act as a link between these resources and neighborhoods that have been historically overlooked.
18. **Pathways to Empowerment:** Offer accessible guidance sessions within these communities to navigate diverse career paths and training programs. Provide crucial information and support individuals in understanding the steps needed to pursue these opportunities.
19. **Connecting Communities:** Develop connections with local industries and employers to understand their workforce needs. Bridge the gap between these employers and community members seeking employment or training, focusing particularly on areas that have been underserved.
20. **Inclusive Networking and Opportunities:** Organize inclusive job fairs and networking events in collaboration with local businesses to create platforms for underrepresented groups to engage with potential employers. These events aim to open doors to various career paths.
21. **Navigating Support Systems:** Provide comprehensive guidance on available resources for job training and skill development. Ensure access to funding opportunities, scholarships, and government-backed programs for individuals in these marginalized communities.
22. **Assessment for Progress:** Implement assessment systems to track and improve the effectiveness of connections between the underrepresented community and training providers or employers. Use feedback to tailor and enhance support services to better serve these communities.

III. RECORDS AND REPORTING

1. The Sub-recipient will:
 - a. 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.

- b. Submit Project Progress Reports on a bi-annual basis. Progress reports shall be due to NCNMEDD in April and October of each year.

IV. FURTHER RESPONSIBILITIES OF THE PARTIES

1. NCNMEDD Responsibilities. NCNMEDD will:

- a. Provide one AmeriCorps 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.
- b. Provide technical assistance to the Sub-recipient in planning, developing, and implementing the project.
- c. 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.
- d. 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.

2. Sub-recipient Obligations. The Sub-recipient will:

- a. Assist in the recruitment of applicants for the AmeriCorps VISTA member position.
- b. Prepare and have approved by the appropriate CNCS State Office a Volunteer Assignment Description for each VISTA member assigned to the Sub-recipient.
- c. Ensure authorization for the AmeriCorps VISTA member to use the Sub-recipient's facilities.
- d. Provide assistance in locating safe/affordable housing and other assistance for the AmeriCorps VISTA member within the EDD region.
- e. 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.
- f. Assist in the provision of pre-service, early service, Virtual Member Orientation and in-service training.

- g. 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.
- h. 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.
- i. Provide day-to-day supervision of all assigned AmeriCorps VISTA members.
- j. Ensure that the Sub-recipient's AmeriCorps VISTA Supervisor(s) consults with the NCNMEDD AmeriCorps VISTA Supervisor with regards to supervisory expectations.
- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. 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.

- p. Provide all AmeriCorps VISTA members with grievance rights and procedures in accordance with Federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.
- q. 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.
- r. 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.

b. 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. Cost Share Agreement

NCNMEDD requests a cost match from our host sites to support the success of our current and future VISTA members. If an organization is unable to provide a match this does not disqualify that site from hosting a VISTA member.

Under this Agreement, the Sub-Recipient has agreed to a cost share totaling \$22,881.85, for 12 months of VISTA service. This will be billed quarterly with one quarter of the total billed every three months.

5. 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.

6. 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.

7. 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:

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

8. NCNMEDD and Sub-recipient further agree 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 result in 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. 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 Nancy Kastning – VISTA Program Coordinator - nancyk@ncnmedd.com. All notices and communications from NCNMEDD to the Sub-recipient shall be directed to Casey Dalbor at cjdalbor@santafenm.gov.

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

By: Monica Abeita
(Sponsor Signature)

Name: Monica Abeita
(Print)

Title: Executive Director
(Print)

Date: 12/27/2023

Address: 644 Don Gaspar
Santa Fe, NM 87505

Phone: 505-356-9588

SUBRECIPIENT

By: Johanna Nelson
(Subrecipient Signature)

Name: Johanna Nelson
(Print)

Title: Director, Office of Economic Development
(Print)

Date: 12/27/23

Address: 123 E. Marcy St. Suite 205
Santa Fe, NM 87501

Phone: 505-470-4807

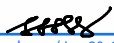
IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

John Blair
John Blair (Jan 5, 2024 11:17 MST)
JOHN BLAIR, CITY MANAGER

DATE: Jan 5, 2024



ATTEST:


Geraldyn Cardenas (Jan 30, 2024 14:22 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
X/V

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Dec 27, 2023 13:59 MST)
ASSISTANT CITY ATTORNEY

Emily K. Oster
Emily K. Oster (Jan 4, 2024 10:25 MST)
EMILY OSTER, FINANCE DIRECTOR


Org.Name/Org.#