



## MEMORANDUM OF UNDERSTANDING

Between

### Youth Count

3343 N. Windsong Dr. Suite 6 ♦ Prescott Valley, AZ 86314  
(928) 708-0100 ♦ youthcount@cableone.net  
and

Organization: **Montezuma-Rimrock-McGuireville Trails Coalition**  
Project Name: GPS Trails Mapper  
Address: PO Box 1155 ♦ Rimrock, AZ 86335  
Phone: 928.592.2839  
AmeriCorps Supervisor: Janet Aniol  
Email address: janiol19@aol.com

This document defines the responsibilities of the Sponsor, Youth Count, and the Project Site, **Montezuma-Rimrock-McGuireville Trails Coalition** with respect to the assignment of an AmeriCorps member. Direct services will be to assist the coalition with moving forward on executing trails plan. With the exception of paths that may be improved in Yavapai County right-of-way, the majority of trails will be constructed in Coconino National Forest or on private property. The planning and approval process for these projects requires recording GPS coordinates, the main task of the member.

The Project Site agrees to contribute the amount of **\$1,550** to cover the costs associated with receiving a **450-hour AmeriCorps** member. The Project Site will be invoiced for this amount on July 1, 2010 with the balance due 30 days from the invoice date. The member's term of service will cover the period beginning on June 20, 2010 and end on December 18, 2010. Should the AmeriCorps position remain unfilled for two (2) months after the signature date of this agreement, either party may terminate the agreement upon written notice of such intent.

The obligations of the parties hereto are subject to the terms and conditions of the Memorandum of Agreement between the State AmeriCorps Program in the Governor's Office for Children, Youth and Families Division for Community and Youth Development and the Sponsor which is incorporated herein by reference, federal laws and regulations, and policies applicable to the project or which may become applicable to it subsequent to the execution of this Agreement.

1. The Sponsor (Youth Count) will:
  - a) Comply with the provisions of the Memorandum of Agreement between the State and Youth Count.
  - b) Assist AmeriCorps Project Sites in supervising the overall project goals for each assignment.
  - c) Assist in the provision of pre-service, early service, and in-service training for each AmeriCorps member.
  - d) Recruit and assist in placing AmeriCorps members at Project Sites, matching interests and skills with tasks to be accomplished in the approved work plans in the Project Application.

- e) Provide support and supervision to AmeriCorps members in administrative matters such as project assignments.
- f) Retain full responsibility for the management and fiscal control of the AmeriCorps project and reports.
- g) Provide an AmeriCorps coordinator dedicated to the overall project plan.
- h) Perform mid-term and final reviews of AmeriCorps members aimed at supporting the AmeriCorps and project in needed skill development.

2. The Project Site will:

- a) Provide acceptable work plans and a plan for the use of AmeriCorps members.
- b) Provide day-to-day supervision of the activities of the AmeriCorps members.
- c) Provide transportation and/or transportation reimbursement for project related travel expense for AmeriCorps members as indicated in the project application.
- d) Provide materials and supplies related to the performance of assignments and adequate working space to permit AmeriCorps members to perform their assigned duties. Specifically, office equipment, computer, internet access, email, and telephone.
- e) Assist in reviewing performance of AmeriCorps members.
- f) Provide AmeriCorps with no less than one week of On-site Orientation and Training (OSOT).
- g) Provide monthly project updates to the AmeriCorps Coordinator.
- h) Provide for any unique budget/financial requirements of the project.
- i) Provide for any project specific training requirements outside of the AmeriCorps sponsored training.
- j) Provide staff and time for one (1) on-site review of project.
- k) Notify the Sponsor immediately regarding unscheduled termination of AmeriCorps members and unscheduled changes of status and conditions of AmeriCorps members, such as arrests, hospitalization, and absence without leave.
- l) Maintain such records and accounts and make such reports and investigations concerning matters involving AmeriCorps members and the project as the Corporation may require. The Project Site agrees to retain such records as the Corporation 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 the State program for the purposes of audit, litigation or examination.
- m) Allow AmeriCorps members to participate in local emergency disaster relief efforts if needed.
- n) Allow AmeriCorps members to participate in Days of Service, i.e., Dr. Martin Luther King Holiday, National Volunteer Week, Make a Difference Day, and Cesar Chavez Day.
- o) Allow AmeriCorps members to participate in team meetings (one every six weeks), training, and occasional AmeriCorps Statewide events and conferences.

3. Joint Responsibilities:

Both parties to this Memorandum of Understanding shall make every reasonable effort to ensure that the health and safety of the AmeriCorps members are protected during performance of their assigned duties. Neither Youth Count nor the Project Site shall assign or require AmeriCorps members to perform duties, which would jeopardize their safety or cause them to sustain injuries.

4. **Non-Discrimination:**  
No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps 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, gender, gender identity, age, disability or political affiliation.
  
5. **Legal Restrictions:**  
The Project Site agrees that no AmeriCorps member assigned under this agreement shall participate in the following activities when they would result in the identification of such programs with:
  - 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, proselytize, or any other religious activity as an official part of their duties.
  
6. **The Project Site further agrees not to:**
  - a) Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, or providing voters transportation to the polls.
  - b) Assign AmeriCorps members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for services.
  - c) Accept, or permit the acceptance of compensation from the AmeriCorps members or from beneficiaries for the service of AmeriCorps members.
  
7. **Duration**  
This Agreement shall become effective June 4, 2010 and shall terminate on December 30, 2010, subject; however to the terms of the paragraphs entitled "Duration" and "Termination" in the Memorandum of Agreement between the AmeriCorps State Program and the Sponsor, Youth Count.
  
8. **Termination**  
Any termination of the Memorandum of Agreement between the Sponsor and the AmeriCorps State Program will result in the termination of all provisions of this Memorandum of Understanding except for paragraph 2.m.

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Janet Aniol  
Montezuma-Rimrock-McGuireville Trails Coalition

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Date

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Lori Deutsch  
Youth Count

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Date