

**RESOLUTION NO. 3802**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A SERVICE PROJECT SPONSOR AGREEMENT WITH AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS.**

*WHEREAS*, the City has applied to be a project sponsor for an Americorps National Civilian Community Corps (NCCC) service project to be completed in and around the City of Miles City, Montana;

*AND WHEREAS*, NCC has agreed to send a team to perform said service project;

*AND WHEREAS*, the duties and responsibilities of NCCC and the City of Miles City have been set forth in a Service Project Sponsor Agreement provided to the City by NCCC;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The Service Project Sponsor Agreement, attached hereto as Exhibit "A," between the City of Miles City and Americorps National Civilian Community Corps is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Contract on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Contract and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 26th DAY OF MAY, 2015.**



C.A. Grenz, Mayor

ATTEST:



Lorrie Pearce, City Clerk



**AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS  
PROJECT SPONSOR AGREEMENT**

AGREEMENT BETWEEN  
THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

and

City of Miles City

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for Service Project Number 201501-430

This Agreement is entered into by and between the Corporation for National and Community Service's AmeriCorps National Civilian Community Corps National Service Program (hereinafter referred to as the "AmeriCorps NCCC") and the

City of Miles City

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(hereinafter referred to as the "Project Sponsor").

Whereas, the National and Community Service Act of 1990, as amended, 42 U.S.C. § 12501, et seq., specifically 42 U.S.C. §12612, authorizes the Corporation for National and Community Service to establish the AmeriCorps NCCC;

Whereas, the Project Sponsor's service project proposal and/or supplemental check list (when applicable) has been approved by AmeriCorps NCCC, is hereby attached, and is incorporated into this agreement by reference;

Whereas, these service projects will meet an identifiable public need and emphasize the performance of community service activities that provide meaningful community benefits and opportunities for service learning and skills development for the Corps Members;

Whereas, each Party to this Agreement is a separate and independent organization. As such, each organization retains its own identity in providing services, and each organization is responsible for establishing its own policies and financing its own activities (except as specifically set forth in this Agreement). Nothing in this Agreement authorizes the NCCC or the Project Sponsor to obligate the funds of the other Party, or does it authorize either party's involvement in, or approval of, other, unrelated activities engaged in by either Party. The Agreement also does not create any employment relationship, partnership, joint venture, or other similar legal relationship between the NCCC and the Project Sponsor, and neither party has the authority to bind, or act on behalf of, the other.

The parties hereby agree to the terms and conditions as follows:

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I. AmeriCorps NCCC's Responsibilities

A. The AmeriCorps NCCC agrees that approximately 1 Team(s), consisting of approximately 8-12 Corps Members, from the Pacific Region, will perform the following service project(s) in conjunction with the Project Sponsor:

1. Project No(s) 201501-430, as described in the AmeriCorps National Civilian Community Corps Project Application, submitted by the Project Sponsor on 2/23/2015 and approved by the AmeriCorps NCCC on 4/23/2015.

2. The AmeriCorps NCCC Teams will perform the tasks as specified in the Project Application, with the following modifications or considerations:

N/A

B. Period of Performance: The AmeriCorps NCCC Teams will begin the service project(s) not before 6/2/2015 and the service project(s) projected completion is on or about 7/15/2015. If, however, AmeriCorps NCCC Teams are unable to begin or end the service projects on said dates, the AmeriCorps NCCC will notify the Project Sponsor in writing of this delay.

C. No member of an AmeriCorps NCCC Team (including any Corps Member or Team Leader) shall sign any document provided by the Project Sponsor or any representative or employee of the Project Sponsor, including but not limited to: liability waivers, hold harmless agreements, indemnification agreements, or employment-related documents. In the event that a member of an AmeriCorps NCCC Team, signs a document provided by the Project Sponsor or any representative or employee of the Project Sponsor, the signature on any such document shall have no force or effect of law. Neither the Team nor any Team Leader or Corps Member thereof, may legally bind the AmeriCorps NCCC Team or the AmeriCorps NCCC Program.

D. The AmeriCorps NCCC Team and all of its individual members constitute federal assistance to the Project Sponsor.

E. AmeriCorps NCCC Corps Members and Team Leaders are covered by the Federal Tort Claims Act, 28 U.S.C. §2671, *et seq.* Therefore, any tort claims against Corps Members and/or Team Leaders arising out of incidents occurring while acting within the scope of their duties will be adjudicated under the Federal Tort Claims Act.

G. AmeriCorps NCCC Corps Members and Team Leaders are also covered by the Federal Employees Compensation Act, 5 U.S.C. §8101, *et seq.* Consequently, any worker compensation claims filed by Corps Members and/or team leaders arising out of incidents occurring while

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acting within the scope of their duties will be adjudicated under the Federal Employees Compensation Act.

- H. NCCC Corps Members and Team Leaders are not employees in any manner whatsoever of the Project Sponsor, but are participants in a federally-funded and federally-operated program of the Corporation for National and Community Service. The AmeriCorps NCCC Program is solely responsible for the overall management, supervision, and discipline (e.g. right to remove or discharge) of all AmeriCorps Team Leaders and Corps Members.

II. Project Sponsor's Responsibilities

- A. The Project Sponsor will provide equipment, supplies, training, and technical supervision as specified in the approved Project Application with the following modifications or considerations:

N/A

- B. In the event the Project Sponsor provides (subject to the concurrence by an authorized NCCC official) vehicles for Team Leaders, Corps Members or NCCC Staff (only those trained and certified to drive government vehicles) to use to perform project tasks, the Project Sponsor and/or Partnering Organization agrees to ensure that such drivers are authorized operators under the Sponsor's automobile liability insurance, and further agrees to hold the Corporation for National and Community Service, the AmeriCorps National Civilian Community Corps, and its employees, Team Leaders and Corps Members harmless for any damages to the Project Sponsor's vehicles, that may occur as a result of the NCCC's authorized use of such vehicles. The Project Sponsor also agrees to assume all costs of repair for any damages to Project Sponsor's vehicles. Check applicable.

- a.  I authorize NCCC Team Leaders, Corp Members or Staff usage of Project Sponsor and/or Partnering Organization's vehicles to perform project tasks.
- b.  I DO NOT authorize NCCC Team Leaders, Corps Members or Staff usage of Project Sponsor and/or Partnering Organization's vehicles to perform project tasks.

- C. In the event the Project Sponsor provides (subject to the concurrence of by an authorized NCCC official) equipment for Team Leaders, Corps Members, or NCCC Staff to use to perform project tasks, the Project Sponsor and/or Partnering Organization agrees to ensure that such individuals are authorized users/operators under the Sponsor's liability insurance. The Project Sponsor also agrees to assume all costs of repair for any damages to Project Sponsor's equipment.

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- D. If applicable, the Project Sponsor will assist with the lodging, meals, and other support for the AmeriCorps NCCC Team as described in the Project Application and/or specified below. If the Project Sponsor and the AmeriCorps NCCC agree to enter into a cost-share agreement in support of this project, a separate cost share agreement will be completed and incorporated by reference into this agreement.
  
- E. The service projects will be lawful, meet an identifiable need in the community, and provide the community with meaningful benefits.
  
- F. The service projects will not require that the Team Leaders or Corps Members engage in religious instruction, worship services, or any form of proselytization.
  
- G. Team Leaders or Corps Members participating in the service project will not be required to assist, promote or deter union organizing or assist directly or indirectly any election to Federal office or an election to State or local public office.
  
- H. Project sponsors agree to include the name, “AmeriCorps NCCC” in public communication that references the work being completed by the AmeriCorps Team, including, but not limited to, press releases, media activity, website, and social media. Program sponsors also agree to refer to those serving as “AmeriCorps members” and to coordinate any large-scale media activities with AmeriCorps NCCC.
  
- I. Project sponsor agree to promote or assist with the promotion of national service and AmeriCorps NCCC, but not limited to, the following: providing time for AmeriCorps Corps Members to hold recruitment events, allowing AmeriCorps Corps Members to place yard signs that promote AmeriCorps at the project site, inform the community, the project sponsor’s stakeholders, recipients and staff, the community and the general public of the work being performed by the AmeriCorps team, and encourage young adults to apply to AmeriCorps NCCC.
  
- J. The Project Sponsor will comply with all federal statutes, including the National and Community Service Act of 1990, as amended, relating to nondiscrimination, which includes nondiscrimination on the basis of race, color, national origin, sex, age, disability, and in most instances, religion. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment.
  
- K. The Project Sponsor understands that the AmeriCorps NCCC is part of the National Disaster Response Network, and that all or some of the Corps Members involved in this service project may be called away as part of a national disaster response.

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III. Modification and Termination

This Agreement may be amended at any time, in writing, by mutual consent of the authorized representatives of the Project Sponsor and the AmeriCorps NCCC. Termination of this Agreement by either party is accomplished by giving written notice five days prior to the effective date of the termination, except in the case of a national disaster. The Project Sponsor understands that the AmeriCorps NCCC is part of the National Disaster Response Network, and that all or some of the Corps Members involved in this service project may be called away as part of a national disaster response. In the case of a national disaster response, AmeriCorps NCCC will provide as much notice as circumstances allow.

IV. SIGNATURES

The parties below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the date of the final signature and remain in effect until 7/15/2015.

**REMINDER:** Sponsors must check one of the boxes on page 3 to indicate permission or denial of driving privileges for sponsor provided vehicles.

CNCS/AmeriCorps NCCC

Jennifer Szeliga

Signature

Jennifer Szeliga

Printed Name

Title: Deputy Region Director for  
Programming

Date: 5/8/2015

Address: 3427 Laurel Street

McClellan, CA 95652

Phone: 916-640-0311

Project Sponsor:

*C.A. Grenz*

Signature

C. A. Grenz

Printed Name

Title:

Mayor

Date:

6/1/15

Address:

17 S. 8<sup>th</sup> St POB 910

Miles City, MT 59301

Phone:

406-874-8603