

# AGENDA

*Special Council Meeting  
City Hall Conference Room*

*May 22, 2013  
6:00 p.m.*

**CALL TO ORDER  
ROLL CALL**

**RESOLUTION NO. 3592:** A Resolution Authorizing The City Of Miles City To Enter Into A Service Project Sponsor Agreement With Americorps National Civilian Community Corps.

**RESOLUTION NO. 3593:** A Resolution Authorizing Fred Testchner to Give Marksmanship Lessons at the City of Miles City Shooting Range

**PUBLIC COMMENT  
ADJOURMENT**

Public comment on any public matter that is not on the agenda of this meeting can be presented under request of Citizens@ provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings.

**RESOLUTION NO. 3592**

**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 22nd DAY OF MAY, 2013.**

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C.A. Grenz, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

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

AGREEMENT BETWEEN  
THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

and

**City of Miles City, MT**

for Service Project Number 201301-400

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, MT** (hereinafter referred to as the "Project Sponsor").

Whereas, the National and Community Service Act of 1990, as amended, 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;

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

I. AmeriCorps NCCC's Responsibilities

A. The AmeriCorps NCCC agrees that approximately 1 Team(s), consisting of approximately 6-10 Corps Members, from the **Pacific** Region, will perform the following service project(s) in conjunction with the Project Sponsor:

1. Project Number 201301-400, as described in the AmeriCorps National Civilian Community Corps Project Application, submitted by the Project Sponsor on 2/13/2013, and approved by the AmeriCorps NCCC on 4/1/2013.
2. The AmeriCorps NCCC Teams will perform the tasks as specified in this Application, with the following modifications or considerations:

**AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS  
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N/A for this section.

- B. Period of Performance: The AmeriCorps NCCC Teams will begin the service project(s) not before 6/3/2013 and the service project(s) projected completion is on or about 6/24/2013. 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 and a signed modification to this agreement is required.
- 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.
- D. In the event that a member of an AmeriCorps NCCC Team, as referenced directly above in Section C., 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.
- E. The AmeriCorps NCCC Team and all of its individual members constitute federal financial assistance to the Project Sponsor, and that neither the Team nor any Team Leader or member thereof, may legally bind the AmeriCorps NCCC Team or the AmeriCorps NCCC Program.
- F. 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 covered by 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 acting within the scope of their duties will be covered by 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, and that 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

**AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS  
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- 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 for this section.**

- B. In the event the Project Sponsor provides (subject to the concurrence by an authorized NCCC official) vehicles for 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 National Civilian Community Corps, and its employees and 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.

I authorize NCCC Members or Staff usage of Project Sponsor and/or Partnering Organization's vehicles to perform project tasks.

I DO NOT authorize NCCC Members or Staff usage of Project Sponsor and/or Partnering Organization's vehicles to perform project tasks.

- C. If applicable, the Project Sponsor will assist with the lodging, meals, and other support for the AmeriCorps NCCC Corps Members as described in the Project Application and/or specified below.

**The Project Sponsor will provide lodging for the AmeriCorps NCCC Members for the duration of the project.**

If the Project Sponsor and AmeriCorps NCCC agree to enter into a cost-share agreement in support of this project, Section III below must be completed. Check here if applicable.

- D. The service projects will be lawful, meet an identifiable need in the community, and provide the community with meaningful benefits.
- E. The service projects will not require that the Corps Members engage in religious instruction, worship services, or any form of proselytization.

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- F. 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.
- G. The Project Sponsor will assist the AmeriCorps NCCC by providing all information necessary for the AmeriCorps NCCC to carry out its program and to comply with the Corporation for National and Community Service policies.
- H. The Project Sponsor will comply with all federal statutes relating to nondiscrimination, which include nondiscrimination on the basis of:

Race, color, or national origin	Title VI of the Civil Rights Act of 1964 (PL 88-352)
Religion	National Service and Community Service Act of 1990, as amended (42 USC 12635 (c) (1))
Sex	Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683, and 1685-1686)
Disability (present, past, or perceived)	Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794)
Age	Age Discrimination Act of 1975, as amended (42 USC 6101-6107)

The Sponsor agrees to also comply with the nondiscriminatory provisions of the National and Community Service Act of 1990, as amended, and all other nondiscrimination statute(s) that may apply to the Project Application. The Sponsor further agrees to comply with Corporation for National and Community Service policy by not discriminating against individuals on the basis of their sexual orientation, marital or parental status, military service, and/or social affiliations.

III. Cost Share Agreement

This section is applicable if Section II.C. is checked above. Otherwise, proceed to section IV.

This section sets forth the parties' understanding concerning the establishment and operation of a cost-share partnership between the AmeriCorps NCCC and the Project Sponsor. This agreement operates under the statute {42 U.S.C. § 12617(c)(2)} that allows the AmeriCorps NCCC and the Project Sponsor to make arrangements that "may provide for cost-sharing and the provision by the communities of in-kind support and other support."

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

A. AGREEMENT NUMBER Not Applicable

B. RESPONSIBILITY CENTER CODE \_\_\_\_\_

C. PROJECT COST-SHARE AMOUNT \$ Ø

D. COST-SHARE PROVISION

Provide brief explanation of the cost-share agreement provisions as they related to Section II.B under the Project Sponsor's Responsibilities.

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E. PAYMENTS

Payments will be made by the Project Sponsor within 30 days of receipt of an invoice provided by the appropriate CNCS Service Center. All checks shall be made payable to the Corporation for National and Community Service and sent to the Service Center address on the invoice. **Do not send payments to regional campus.** All checks must reference the Project Number designated in Item #1 above. Currency and coin is not accepted. All expenditures using cost-share provisions follow the legislative authority for federally appropriated funds.

IV. Modification and Termination

This agreement may be amended at any time, in writing, by 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. Refund of the cost-share provision will be negotiated between the designated representatives of the Project Sponsor and the Corporation for National and Community Service. 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.

V. SIGNATURES

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

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 7/12/2013.

CNCS/AmeriCorps National Civilian  
Community Corps

Project Sponsor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jennifer Szeliga (on behalf of the Region  
Director)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Title: Deputy Region Director of  
Programming

\_\_\_\_\_  
Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Date:

Address: 3427 Laurel Street  
McClellan, CA 95652

\_\_\_\_\_  
Address: \_\_\_\_\_

Phone: (916) 640-0311

Phone: ( ) \_\_\_\_\_

Tax Identification Number (TIN):

Number: \_\_\_\_\_

(for cost-shares only)



**RESOLUTION NO. 3593**

**A RESOLUTION AUTHORIZING FRED TESTCHNER TO GIVE MARKSMANSHIP LESSONS AT THE CITY OF MILES CITY SHOOTING RANGE.**

*WHEREAS*, a request has been submitted to the City of Miles City by Fred Testchner to give marksmanship lessons to youth in Miles City at the City Shooting Range beginning June 4 and running for 7 weeks;

*AND WHEREAS*, the City of Miles City is agreeable to authorizing Fred Testchner to give such lessons upon certain terms and conditions;

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

1. That Fred Testchner is authorized to conduct marksmanship lessons at the City Shooting Range upon providing proof of liability insurance naming the City of Miles City, Montana as an additional insured on a primary and non-contributory basis in an amount of One Million Dollars (\$1,000,000) per occurrence and in aggregate, and delivering such proof of insurance to the office of the City Clerk;
2. That Fred Testchner shall require all participants to sign the Assumption of Risk, Release from Liability, and Consent attached hereto as Exhibit "A" prior to taking lessons, and shall provide all such signed consents to the City Clerk of the City of Miles City, Montana;
3. That Fred Testchner shall submit a schedule of dates and times in which such lessons are to take place to the Chief of Police of the City of Miles City, and that all law enforcement activities taking place at the City Shooting Range shall have priority over said lessons.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 22<sup>nd</sup> day of May, 2013.**

\_\_\_\_\_  
C.A. Grenz, Mayor

ATTEST:

\_\_\_\_\_  
Connie Watts, Deputy City Clerk

Exhibit "A"

**ASSUMPTION OF RISK, RELEASE FROM LIABILITY, AND CONSENT**

In consideration of being allowed access to the City of Miles City Shooting Range for purposes of taking marksmanship lessons from a private individual, who is not a representative of the City of Miles City but who has been authorized to conduct marksmanship lessons at the City Shooting Range, the undersigned agrees for himself, herself, or the below named minor, and his or her heirs, executors, administrators and assigns, that in the event any claim for personal injury, property damage or wrongful death shall be filed or prosecuted against the City of Miles City, Montana or any of their agents, servants, employees or other persons connected with the marksmanship lessons hereinbefore referred to, any act or acts of the undersigned or the named minor, that the undersigned shall defend, indemnify and save Lessors harmless from any and all claims or causes of action by whomever or wherever made or presented.

The undersigned acknowledges that shooting firearms is a dangerous activity which may result in serious bodily injury or death. The undersigned, on behalf of himself, herself, or the below named minor, knowingly assumes all risk associated with the activities of shooting firearms, taking marksmanship lessons, and being in the vicinity of others shooting firearms, and releases the City of Miles City, Montana, from any claims for personal injury, property damage, or death which may result from participating in such activities.

The undersigned has completely read this agreement on behalf of himself, herself or the below named minor, understands it thoroughly, agrees to comply with all requirements therein, and assumes full responsibility for any injury, death or property damage which may result on the premises.

NAME OF STUDENT: \_\_\_\_\_ (if under 18, parent/guardian must sign below)

PARENT/GUARDIAN NAME(if applicable): \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

Mailing Address: \_\_\_\_\_