



AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS

Project Sponsor Agreement

Between

AmeriCorps, through its National Civilian Community Corps Program
and

Champaign County Planning and Zoning in conjunction with City of Urbana Public Works Department,
Champaign County Forest Preserve District, Champaign County Environmental Stewards, and Urbana
Parks District

For Service Project Number 2022-09-1330

This Agreement is entered into by and between AmeriCorps' ¹ National Civilian Community Corps (NCCC) National Service Program and the Champaign County Planning and Zoning in conjunction with City of Urbana Public Works Department, Champaign County Forest Preserve District, Champaign County Environmental Stewards, and Urbana Parks District (Updated 8.11.2022)

(here in after 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 federal agency AmeriCorps to establish the National Civilian Community Corps (NCCC);

Whereas, the Project Sponsor's service project proposal and/or supplemental check list (when applicable) has been approved by AmeriCorps staff managing the NCCC program, 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 AmeriCorps 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 AmeriCorps 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:

¹ AmeriCorps is the operating name for the Corporation for National and Community Service.

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SERVICE PROJECT SPONSOR AGREEMENT**

I. AmeriCorps Responsibilities

A. Approximately ¹_____ Team(s), consisting of approximately ⁷_____ AmeriCorps members, from the NCCC North Central _____ Region, will perform the following service project(s) in conjunction with the Project Sponsor:

1. Project No(s) 2022-09-1330 _____, as described in the AmeriCorps National Civilian Community Corps Project Application, submitted by the Project Sponsor on Mar 31, 2022 _____ and approved by the AmeriCorps NCCC Program on May 10, 2022 _____.

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

* Please reference original signed agreement from July 7, 2022 for all items included in this section.

B. Period of Performance: The AmeriCorps NCCC Teams will begin the service project(s) not before Jul 12, 2022 _____ and the service project(s) projected completion is on or about Aug 14, 2022 _____. If, however, AmeriCorps NCCC Teams are unable to begin or end the service projects on said dates, AmeriCorps will notify the Project Sponsor in writing of this delay.

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- C. No AmeriCorps member of an AmeriCorps NCCC Team (including any AmeriCorps 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 an AmeriCorps 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 AmeriCorps NCCC Team nor any Team Leader or AmeriCorps member thereof, may legally bind AmeriCorps, 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 Members and AmeriCorps Members who serve as Team Leaders are covered by the Federal Tort Claims Act, 28 U.S.C. §2671, *et seq.* Therefore, any tort claims against AmeriCorps members and/or AmeriCorps Members who serve as Team Leaders arising out of incidents occurring while acting within the scope of their duties will be adjudicated under the Federal Tort Claims Act.
- F. AmeriCorps Members and AmeriCorps Members who serve as 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 AmeriCorps Members who serve as team leaders arising out of incidents occurring while acting within the scope of their duties will be adjudicated under the Federal Employees Compensation Act.
- G. AmeriCorps Members and AmeriCorps Members who serve as 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 AmeriCorps. The AmeriCorps NCCC Program is solely responsible for the overall management, supervision, and discipline (e.g. right to remove or discharge) of all AmeriCorps members and AmeriCorps Members who serve as Team Leaders.

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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:

The Project Sponsor has received, reviewed, and agreed upon the Worksite Guidelines for AmeriCorps NCCC Sponsors (COVID Operations) dated April 22, 2022.

- B. In the event the Project Sponsor provides (subject to the concurrence by an authorized AmeriCorps official) vehicles for Team Leaders, AmeriCorps Members or AmeriCorps 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 AmeriCorps, AmeriCorps' employees, the AmeriCorps National Civilian Community Corps program, AmeriCorps members and AmeriCorps members who serve as Team Leaders harmless for any damages to the Project Sponsor's vehicles, that may occur as a result of AmeriCorps' 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 AmeriCorps NCCC Program AmeriCorps Members, AmeriCorps Members who serve as Team Leaders, or AmeriCorps Staff usage of Project Sponsor and/or Partnering Organization's vehicles to perform project tasks.
- ☐ b. I DO NOT authorize AmeriCorps NCCC Program AmeriCorps Members, AmeriCorps Members who serve as Team Leaders, or AmeriCorps Staff usage of Project Sponsor and/or Partnering Organization's vehicles to perform project tasks.

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C. In the event the Project Sponsor provides (subject to the concurrence of by an authorized AmeriCorps official) equipment for AmeriCorps Members, AmeriCorps Members who serve as Team Leaders, or AmeriCorps 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.

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 AmeriCorps 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.

Lodging will be provided by the Project Sponsor in hotel rooms at Eastland Suites in Urbana, IL. Lodging will include adequate sleeping quarters, access to bathrooms, showers, a basic kitchenette, and basic cleaning supplies for the AmeriCorps NCCC Team. If needed for COVID quarantine or isolation purposes, the project sponsor will provide a hotel room in the same hotel or if unavailable, in consultation with AmeriCorps NCCC staff in a nearby hotel.

AmeriCorps NCCC will provide food for the AmeriCorps NCCC team.

The Project Sponsor has received, reviewed, and agreed upon Housing Guidelines for AmeriCorps NCCC Sponsors (COVID Operations) dated March 10, 2022.

Update to Agreement on August 11, 2022: AmeriCorps NCCC team will remain in Champaign until August 14, 2022. The sponsor has agreed to pay for hotel rooms for the team for an extra day which means the team will checkout on August 14 to head to their next project site.

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 AmeriCorps Members engage in religious instruction, worship services, or any form of proselytization.

G. AmeriCorps members, and AmeriCorps members who serve as Team Leaders 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.

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- H. Project sponsor agrees to promote, or assist with the promotion of, AmeriCorps, including, but not limited to, the following: providing time for AmeriCorps members to hold recruitment events, allowing AmeriCorps 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.
- I. 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. AmeriCorps 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 AmeriCorps, must be free from all forms of harassment.
- J. The Project Sponsor understands that AmeriCorps is part of the National Disaster Response Network, and that all or some of the AmeriCorps members involved in this service project may be called away as part of a national disaster response.

III. Other Project Sponsor Responsibilities - Recognition of AmeriCorps Support

- A. **General Statement.** AmeriCorps NCCC Project Sponsors shall identify their projects as AmeriCorps projects.
- B. **Visual Representations and Prominent Display.** Project Sponsors shall identify their projects as AmeriCorps projects in public communications that references the work being completed by the AmeriCorps members, including, but not limited to, press releases, media activity, website, and social media. Program Sponsors shall also refer to those serving as "AmeriCorps members" and to coordinate any large-scale media activities with AmeriCorps.

All visual representations of the projects by Project Sponsors must follow current AmeriCorps branding guidelines, which include proper logo use and cobranding requirements. To provide Project Sponsors technical assistance in ensuring compliance with proper logo use and cobranding requirements, AmeriCorps provides brand guidelines. The brand guidelines are available at www.americorps.gov/brand-resources.

- C. **Acknowledgement and Disclaimer on Published Materials.** The appropriate AmeriCorps logo shall be included on publications related to the project.

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- D. **Brand Identification Through Publicity.** Project Sponsors are strongly encouraged to place signs that include the AmeriCorps name and logo at all their service sites and may use the slogan "AmeriCorps Serving Here". When AmeriCorps projects are publicized – including, but not limited to, public speaking opportunities, press releases, news stories, blog posts, websites, social media posts, online videos, public service announcements, paid advertising, brochures and other communications channels – individuals must be identified as AmeriCorps members, while projects should be identified as AmeriCorps projects, and where possible, appropriate logos must be displayed.
- E. **Alteration of Brand Identities Prohibited Without AmeriCorps Written Permission.** Project sponsors may not alter the AmeriCorps logos or other AmeriCorps branding and must obtain written permission from AmeriCorps before using the AmeriCorps name or logo that will be sold. Project Sponsors must also obtain written permission from AmeriCorps before permitting donors to use the AmeriCorps name or logo in promotional materials.
- F. **Prohibited Use or Display of Names and Logos for Certain Activities.** Project sponsors may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute or regulation, including certain political activities.

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IV. 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 AmeriCorps. 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 AmeriCorps is part of the National Disaster Response Network, and that all or some of the AmeriCorps 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 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

Aug 14, 2022

REMINDER: Sponsors must check one of the boxes on page 4 to indicate permission or denial of driving privileges for sponsor provided vehicles.

Corporation for National and Community
Service, through its NCCC Program

Region Director:

Project Sponsor:


NCCC Region Director (RD)/RD Designee Signature

Jody C Burns

Printed Name

Deputy Region Director for Programming

Title: _____

Date: Aug 11, 2022

1004 G Avenue

Address: _____

Vinton, IA 52349
202-409-6556

Phone: 202-409-6556


Project Sponsor Signature

DARLENE A. KLOEPPEL
Printed Name

Title: County Executive

Date: 8-11-22

Address: 1876 Washington St., Urbana
61802

Phone: 217-384-3776