

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9178

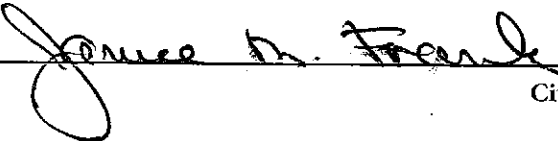
DATE 7-22-21

TITLE

**RESOLUTION FOR AGREEMENT TO INVENTORY, ASSESS AND
MAINTAIN TREES IN BRANDON PARK BETWEEN THE STUDENT
CONSERVATION ASSOCIATION, INC. AND CITY OF
WILLIAMSPORT**

BE IT HEREBY RESOLVED, by the authority of the City Council of the City of Williamsport, that the Agreement attached hereto, and between the City of Williamsport and the Student Conservation Association, Inc. is hereby approved, and the Mayor and City Controller are hereby authorized to execute the Agreement.

Approved



City Clerk



President



**AGREEMENT
BETWEEN
THE STUDENT CONSERVATION ASSOCIATION, INC.
AND
CITY OF WILLIAMSPORT**

SCA AGREEMENT NUMBER:	SITE AGMT 00732046
TERM OF AGREEMENT:	08/02/2021-08/13/2021
NUMBER OF MEMBERS/LEADERS:	5 MEMBERS/1 LEADER
ESTIMATED WEEKS TO BE SERVED:	10 DAYS

This (“Agreement”) is made by and between The Student Conservation Association, Inc., a New York corporation with its principal place of business at 1310 N. Courthouse Road, Suite 110, Arlington, VA 22203, (“SCA”), and City of Williamsport, 245 West Fourth Street Williamsport, PA 17701 (“Partner Agency”), who collectively may be referred to for the purpose of this Agreement as the Parties.

Whereas SCA fosters life-long stewardship of the environment by offering opportunities for education, leadership and personal development to its participants while providing a high quality public service in natural resource management and conservation through its programs.

Whereas the Partner Agency wishes to engage five (5) SCA Members and one (1) SCA Leader (*SCA codes PO-00732046*) for the following project to be performed between August 2ND, 2021 or such later date and August 13th, 2021 or such later date;

PAOC Hitch
City of Williamsport
Williamsport Community Forest Project
In association with Loyalsock State Forest District

The PA Outdoor Corps Williamsport youth crew will inventory, assess, and maintain trees in Brandon Park and other Williamsport Parks.

The crew will work 10 days on the projects, August 2-13 2021.

Now therefore, in consideration of the above premises, the Parties hereto agree as follows:

1. To mutually undertake the Project.
2. Costs for the Project under this Agreement shall be provided in full by funding secured by SCA, and the performance of this Agreement by both parties is contingent upon SCA’s receipt of this funding.
3. The Partner Agency agrees:

- a. To provide meaningful service assignments relating to the implementation of the Partner Agency's natural resource management, environmental education or interpretive plans and/or programs.
- b. To provide written performance evaluations to SCA, on forms provided by SCA, for each member performing service under this Agreement.
- c. To arrange for all permits, licenses and approvals and other administrative or governmental clearances required by federal, state, municipal or local subdivision law or regulations necessary with regard to the administration of the Project. In the event the Project may affect or be carried out on property owned by a person, agency or organization other than the Partner Agency, the Partner Agency shall obtain in writing the necessary permission to enter upon the property and carry out the Project.
- d. To reimburse SCA the full cost of any member that is hired by the Partner Agency as an employee prior to or during their SCA internship.
- e. To permit members to wear an approved SCA uniform during their internship.
- f. To ensure that the SCA member's duties match the approved position description, and to ensure that any SCA AmeriCorps member does not engage in activities that are prohibited under AmeriCorps program eligibility requirements set forth at 45 CFR Part 2520, including 45 CFR 2520.40, 2520.45, 2520.65 and 2540.100. Prohibited activities include any tasks which: Supplant or displace an employee or volunteer; Provide a direct benefit to a business organized for profit, a labor union or a partisan political organization; Involve religious instruction or activities; Involve conducting a voter registration drive; Involve any advocacy for or against proposed legislation, a political party or candidate, or any other potentially partisan activities; or Provide abortion services or referrals for receipt of such services. AmeriCorps members may participate in fundraising activities only if such activities are directly in support of their specific program's service activities, and provided that such sales or fundraising activities occupy less than ten percent of the member's originally agreed-upon term of service, as reflected in their member enrollment; and further provided that the fundraising or sales activities do not include any of the following: Writing a grant application to the Corporation or to any other Federal agency; Raising funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment; or any other activity in violation of AmeriCorps requirements.

4. SCA agrees:

- a. To recruit, appoint, and place qualified candidates (based on the Partner Agency's project specifications) who are acceptable to the Partner Agency as members and assign these members as requested by the Partner Agency for the Project.
- b. To obtain and maintain all appointment and administrative records for members sponsored under this Agreement.

standards, the Partner Agency field manager or SCA individual, as the case may be, shall notify the other party to take corrective action.


- f. The Partner Agency reserves the right to require the removal of any member on the basis of unacceptable performance and/or conduct problems. SCA reserves the right to withdraw any member when the Partner Agency fails to provide sufficient and appropriate Project assignments, safe conditions, appropriate housing, training, or Project oversight.
- g. This Agreement may be terminated at any time by mutual agreement of the Parties or by unilateral decision of either party provided at least thirty (30) days written notice is given to the other party. Amendments to the Agreement may be proposed by either party and shall become effective upon written agreement by the Parties.
- h. Rebecca Donovan, Agreements Administrator, rdonovan@thesca.org, is hereby designated to serve as SCA's representative with the Partner Agency in implementation of this Agreement.

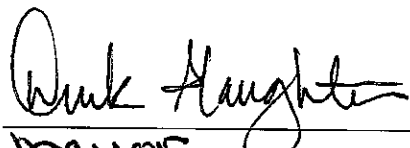
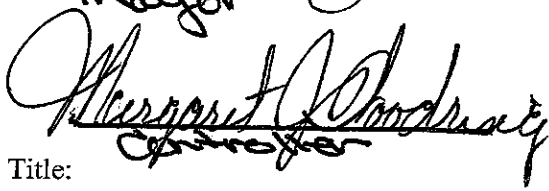
Chad Eckert, forester@cityofwilliamsport.org is hereby designated to serve as the Partner Agency's representative in the implementation of this Agreement.

- i. The terms of this Agreement shall be construed in accordance with the laws of the State of Pennsylvania.

THE STUDENT CONSERVATION
ASSOCIATION, INC.

CITY OF WILLAMSPORT

By: 
Barbara McIntosh
Title: Chief Counsel
Date: 06/18/2021

By: 
Mayor

City Clerk
Title:
Date: