

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8307

DATE 2-6-14

TITLE

## RESOLUTION

INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY  
OF LYCOMING FOR THE ACQUISITION OF A LIVESCAN MACHINE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT  
that the Agreement with the County of Lycoming for the acquisition of a Livescan  
machine is hereby approved and the appropriate city officials are hereby authorized and  
directed to execute the agreement attached hereto.

Approved

James M. Frank  
City Clerk

William J. Hall  
President

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF LYCOMING  
AND  
THE CITY OF WILLIAMSPORT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the **COUNTY OF LYCOMING** (the "COUNTY"), with an address of 48 West Third Street, Williamsport, Pennsylvania, 17701 and the **CITY OF WILLIAMSPORT** (the "CITY") with an address of 245 West Fourth Street, Williamsport, Pennsylvania, 17701.

WHEREAS, the COUNTY has determined that it is vital for the parties to maintain proper communication relative to fingerprinting; and

WHEREAS, the COUNTY has agreed to provide the funds necessary for the CITY to purchase a Livescan machine for use by the CITY; and

WHEREAS, the COUNTY will have the authority to select the type and model of Livescan machine to be purchased by the CITY to ensure proper communication between the COUNTY and the CITY; and

WHEREAS, the COUNTY will retain ownership interest in the Livescan machine; and

WHEREAS, the CITY has agreed to be responsible for all costs associated with the proper maintenance and installation of the Livescan machine; and

WHEREAS, the parties wish to set forth their understandings in this Intergovernmental Agreement (hereinafter "Agreement").

NOW, THEREFORE, in consideration of the promises exchanged between the parties to include the recitals which are incorporated by reference as if they were substantive terms of the Agreement, and intending to be legally bound, the parties agree as follows:

1. The COUNTY will provide the funds necessary for the CITY to purchase a Livescan machine.
2. The COUNTY, through its designated agent Eric Linhardt, will have the authority to select the type and model of Livescan machine to be purchased by the CITY to ensure proper communication between the CITY and COUNTY.
3. The COUNTY shall at all times retain ownership interest in the Livescan machine purchased pursuant to this Agreement.

4. The duties/responsibilities of the CITY will be as follows:
- Provide regular and routine maintenance as may be necessary to ensure that the Livescan machine remains in an as new condition as possible and as may be recommended by the manufacturer;
  - To pay all costs associated with the regular and routine maintenance described above; and
  - To pay all costs associated with the installation of the Livescan machine.

IN WITNESS WHEREOF, the parties, each intending to be legally bound by the terms of this Agreement, hereunto set their hand and seal as follows:

**COUNTY OF LYCOMING**

\_\_\_\_\_  
Jeff C. Wheeland, Chairman

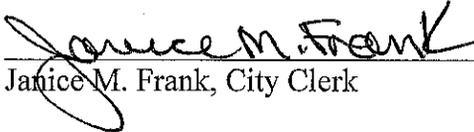
**ATTEST:**

\_\_\_\_\_  
Ann M. Gehret, Chief Clerk

\_\_\_\_\_  
Ernest P. Larson, Vice Chairman

\_\_\_\_\_  
Tony R. Mussare, Secretary

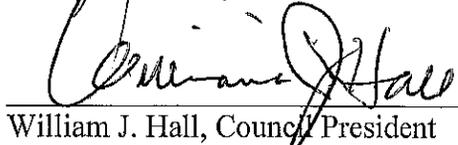
**ATTEST:**

  
\_\_\_\_\_  
Janice M. Frank, City Clerk

**CITY OF WILLIAMSPORT**

  
\_\_\_\_\_  
Gabriel J. Campana, Mayor

  
\_\_\_\_\_  
Margaret J. Woodring, Controller

  
\_\_\_\_\_  
William J. Hall, Council President