

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9189

DATE 9-9-21

TITLE

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN ADA COORDINATOR JANETTA GREEN AND CITY OF WILLIAMSPORT

WHEREAS, the City of Williamsport is required by a Consent Decree to retain an ADA coordinator; and

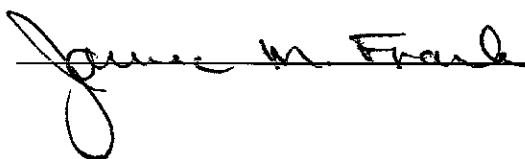
WHEREAS, Janetta Green is qualified and certified to perform said duties; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Williamsport, Lycoming County, Pennsylvania, that the attached Service Agreement between the City of Williamsport and Janetta Green is approved, for ADA Coordinator Services to be provided to the City at a rate of \$150.00 per hour,


and

BE IT FURTHER RESOLVED, the Mayor and City Controller are authorized to execute any documents necessary to effectuate the intent of this Resolution, and the City Clerk be authorized and directed to attest and seal same.

Approved



City Clerk



President

Service Agreement

This Service Agreement (the "**Agreement**") is entered into _____ (the "**Effective Date**") by and between the City of Williamsport (the "**Customer**") located at 245 West 4th Street, Williamsport, PA 17701 and the Center for Independent Living of Central Pennsylvania (CILCP) the "**Service Provider**") located at 3211 North Front Street, Suite 100, Harrisburg, PA 17110, also individually referred to as the "**Party**", and collectively the "**Parties**".

1. **Services.** The Service Provider shall perform the services listed in this Section 1 (the "Services").
 - 1.1. Provide a Certified ADA Coordinator to preform ADA Coordinator services until a designated City ADA Coordinator is trained and certified as an ADA Coordinator.
 - 1.2. Mentor the designated ADA Coordinator
 - 1.3. Work with the Accessibility Survey Consultant in identifying priorities.
 - 1.4. Report updates and progress to the Mayor
 - 1.5. Recommend and assist in the development of a complaint procedure for grievances regarding accessibilty
2. **Compensation.** The Customer agrees to pay the Service Provider \$150.00 per hour for a minimum of 33 hours as payment for the Services provided. A minimum of \$5000.00 will be invoiced.

3. **Expenses.** The Customer agrees to reimburse the Service Provider for all expenses incurred as a result of performing the Services.

3.1. Mileage reimbursement at \$.565 per mile, including tolls, if required

3.2. Overnight accommodations, if required

3.3. Meals, if overnight accommodation is required

4. **Payment.** The Service Provider shall submit an invoice to the Customer monthly. Invoices shall be paid within 15 days from the date of the invoice. Payments may be made to:

CILCP
Accounts Payable
3211 North Front Street
Suite 100
Harrisburg, PA 17110

5. **Term.** The term of this Agreement shall commence on the Effective Date, as stated above, and continue until designated City ADA Coordinator assumes the duties and responsibilities of the job or terminated per the terms of this Agreement.

6. **Termination.**

6.1. Either Party may terminate the Agreement at any time upon 30 days prior written notice to the other Party. In the event the Customer terminates the Agreement, the Customer shall still remain obligated to pay the Service Provider for any Services performed up to the date of termination and any expenses approved, but not paid, prior to the date of termination. In the event the Service Provider terminates the Agreement, the Service Provider shall reimburse the Customer any amounts previously paid to the Service Provider for which the Service Provider has not yet performed the Services.

6.2. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.

7. Relationship of the Parties.

7.1. **No Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Service Provider agrees the Service Provider will not enter into any agreements that conflict with the Service Provider's obligations under this Agreement.

7.2. **Independent Contractor.** The Service Provider is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

8. Dispute Resolution.

8.1. **Choice of Law.** The Parties agree that this Agreement shall be governed by the Commonwealth of Pennsylvania, in which the duties of this Agreement are expected to take place.

8.2. **Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.

9. General.

9.1. **Assignment.** The Parties may not assign their rights and/or obligations under this Agreement.

9.2. **Complete Contract.** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any

other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

9.3. Severability. If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.

9.4. Waiver. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

10. Notices.

All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested. Notices shall be sent as follows:

Customer

City of Williamsport
Mayor Derek Slaughter
245 West 4th Street
Williamsport, PA 17701


Service Provider

Center for Independent Living of Central PA
Janetta W. Green, CEO
3211 North Front St., Suite 100
Harrisburg, PA 17110

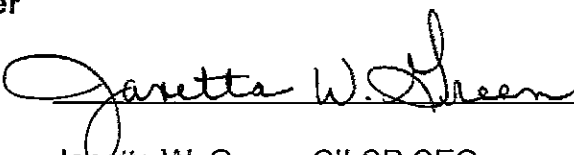
[The remainder of this page is intentionally left blank. Signature page follows.]

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Customer

Signed: 
Name: Derek Slaughter, Mayor
Date: _____

Service Provider

Signed: 
Name: Janetta W. Green, CILCP CEO
Date: August 26, 2021