

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9204

DATE 10-21-21

TITLE

RESOLUTION AUTHORIZING A SUBCONTRACT
AGREEMENT BETWEEN THE CITY OF
WILLIAMSPORT, BUREAU OF
TRANSPORTATION (RVT) AND
CRAWFORD AREA TRANSPORTATION
AUTHORITY (CATA)

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport authorizes River Valley Transit to enter into a subcontract agreement with Crawford Area Transportation Authority. EMTA desires to engage RVT as the administrator of fixed route and shared ride paratransit services to provide public transportation for Bradford, Tioga and Sullivan County residents; and EMTA desires that it provides funding in said agreement for a subcontract between RVT and Crawford Area Transit Authority (CATA) to provide supplemental services for management as part of this Agreement.

HEREBY, the appropriate City Officials are hereby authorized to execute an agreement between River Valley Transit and Crawford Area Transportation Authority and any documents necessary to accept the attached agreement.

Approved

Joyce M. Frank
City Clerk

Randy Allison
President

SUBCONTRACT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2021 by and between the **CRAWFORD AREA TRANSPORTATION AUTHORITY**, a municipal authority organized under the Municipal Authorities Act of 1945, (hereinafter referred to as “CATA”), and **the CITY OF WILLIAMSPORT, BUREAU OF TRANSPORTATION KNOWN AS RIVER VALLEY TRANSIT**, a Third Class City formed and operated pursuant to the Third Class City Code (hereinafter referred to as the “RVT”).

W I T N E S S E T H:

WHEREAS, pursuant to grant agreements with the Pennsylvania Department of Transportation, Bureau of Public Transportation (herein referred to as “PennDOT”), and the Counties of Bradford, Tioga and Sullivan County and RVT, the parties have committed to a long term regional relationship; and

WHEREAS, EMTA is engaged in the activity of providing public transportation services within Bradford, Tioga and Sullivan Counties (“Service Area” and/or “Funding Partners”); and

WHEREAS, the EMTA has engaged RVT as the administrator of fixed route and shared ride paratransit services to provide public transportation for Bradford, Tioga and Sullivan County residents; and

WHEREAS, the EMTA desires that it provide funding in said agreement for a subcontract between RVT and Crawford Area Transit Authority (CATA) to provide supplemental services for management as part of this Agreement; and

WHEREAS, in keeping with the management agreement structure between EMTA and RVT, the parties hereto enter into this subcontract for CATA’s services for EMTA through the EMTA contract with RVT; and

WHEREAS, the terms of this Agreement are governed by the requirements of the Intergovernmental Cooperation Act and both parties have taken the necessary governmental action to adopt this Agreement and incorporate the Act as if more fully set forth herein; and

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows

1. The above recitals are incorporated herein as if more fully set forth below.
2. The contract and commitments between EMTA and RVT are incorporated herein and are attached hereto as Exhibit “A”.
3. **Payment and Duration.**

(a) RVT will enter into subcontract with CATA to provide the following services for a fee of \$20,800 per year, plus travel expenses, for two (2) years, with the ability for CATA to terminate the relationship with sixty (60) days' notice for the tasks set forth in the Rural Transit Planning and Management Support outline attached hereto as Exhibit "B".

(b) RVT will pay CATA in monthly installments by the 10th day of each month for the period set forth above as long as they remain the contract manager at EMTA and as long as EMTA makes its payments to RVT.

4. Term and Default

(a) In the case that EMTA terminates its contract with RVT for any reason, RVT will notify CATA of the termination of the contract and this subcontract shall end concurrently with any termination date between EMTA and RVT.

(b) In the case that CATA seeks to terminate the relationship in accordance with the notice provision of Paragraph 3(a), they shall provide written notice to RVT and EMTA and they shall be paid to the end of the notice period.

(c) In the case of termination by default, the party claiming default must provide written notice of default within ten (10) days of action of default and shall provide a period of thirty (30) days to cure the same prior to any termination. In the case of termination by default, the parties shall provide sixty (60) days written notice of the intention to terminate the contract to the other party and to EMTA. Notice shall be provided to the primary address of the defaulting party.

4. Joint Employees

Any employee who receives a paycheck from RVT shall be solely an employee of RVT and any employee who receives a paycheck from CATA shall be an CATA employee. Under no circumstances shall employees of either agency be considered a joint employee. Payment terms for any employee at either agency shall be solely within the discretion of their employer.

5. Personal Liability

No officer, director or employee of RVT or CATA shall be personally liable for the performance of the terms of this Agreement.

6. Invalidity of Provision

Should any part of this Agreement be declared by a court with valid jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such declaration will not affect the validity of the remainder of this Agreement, which will continue to be in full force and effect except that if any part is declared unconstitutional or invalid beyond the

authority of a party to enter into or carry out is, in the opinion of the EMTA or RVT, material to the Agreement, the parties shall have the right to terminate or modify this Agreement.

7. Waiver

Should either party waive an action of default by either party, the same shall not be considered an ongoing waiver of any other subsequent or distinct event of default.

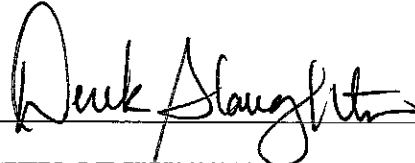
8. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do hereunto set their hands and official seals the day and year first above written.

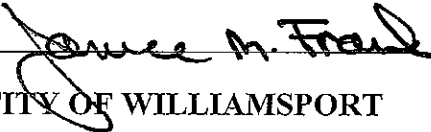
ATTEST:

**CITY OF WILLIAMSPORT
MAYOR**



ATTEST:

**CITY OF WILLIAMSPORT TRA
CONTROLLER**



ATTEST:

**CITY OF WILLIAMSPORT
CITY CLERK**

ATTEST:

**CRAWFORD AREA
TRANSPORTATION AUTHORITY**