

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9366

DATE 10-13-22

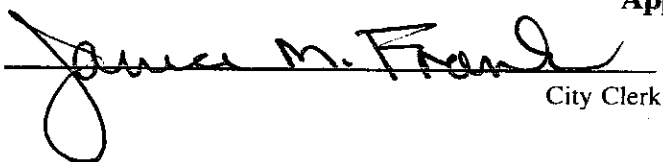
TITLE

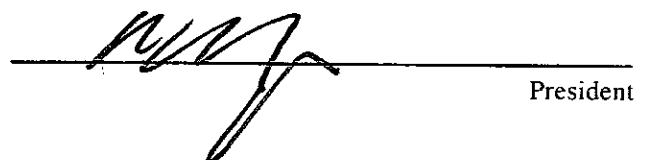
RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE CITY OF WILLIAMSPORT AND BARRY ISETT & ASSOCIATES,
INC.

BE IT HEREBY RESOLVED by the City Council of the City of Williamsport that the agreement attached hereto between the City of Williamsport and Barry Isett & Associates, Inc. is hereby approved and at the attached rates; and,

BE IT FURTHER RESOLVED, That the Mayor and City controller are hereby authorized to execute the Agreement.

Approved


City Clerk


President



📍 1170 Highway 315, Suite 3, Wilkes-Barre, PA 18702

☎ 570.285.8200 📠 570.285.8201

🌐 barryisett.com

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as the "Agreement") is made this 21st day of September 2022, between Barry Isett & Associates, Inc. (hereinafter referred to as "Isett"), whose regional business address is Fox Ridge Professional Center, 1170 Highway 315, Suite 3, Wilkes-Barre PA 18702 and the City of Williamsport, Lycoming County (hereinafter referred to as the "Client") whose principal business address is 1550 West 3rd Street, Williamsport, PA 17701.

WHEREAS, the Client wishes to retain Isett to perform the services referenced herein.

NOW THEREFORE, the parties to this agreement agree as follows:

1. Services Provided

Isett agrees and will provide the following services in accordance with the terms and conditions of this agreement (collectively, "Services").

- a. Pennsylvania Uniform Construction Code BCO, Plan Review and Inspection Services.

2. Cost of Services

Isett will assess a fee of \$90.00 per hour for the above referenced BCO Services and \$120.00 per hour for Plan Review and Inspection Services. Isett will provide a monthly invoice to the Client identifying the Services performed during the previous thirty (30) days from the date of the invoice, and the Client shall remit to Isett at Isett's address identified herein a check made Payable to "Barry Isett & Associates, Inc." in a sum equal to the invoice amount; said payment from the Client to Isett shall be due by the Client to Isett no more than forty five (45) days from the date the Client receives the invoice from Isett. The Client shall not reimburse Isett for any travel-related time or expenses (mileage, meals, tolls) in connection with Isett's performance of Services.

3. Service Standards

Isett shall provide the Services outlined herein to the best of its ability and in accordance with the Pennsylvania Uniform Construction Code, City of Williamsport Ordinances, and with generally accepted practices in the industry.

4. Termination

Either party may terminate this Agreement by providing the other with sixty (60) days written notice of their intent to terminate this Agreement. This agreement shall terminate

and be of no force and effect on the Sixtieth (60th) day from which the Notice of Termination was received by the other party.

5. **Notices**

Any notices required to be given under this Agreement shall be mailed by First Class Mail, Return Receipt Requested, or by overnight courier (FedEx or USPS to the following addresses):

As to Isett:

Barry Isett & Associates, Inc.
Fox Ridge Professional Plaza
1170 Highway 315, Suite 3
Wilkes-Barre, PA 18702

As to Client:

City of Williamsport
1500 West 3rd Street
Williamsport, PA 17701

6. **Communications**

Other than notices covered by Section 5, all communications between Isett and Client shall be between the following designated points of contact:

As to Isett POC:

Matt Walter, MCP, BCO
Vice President, Public Division
mwalter@barryisett.com
(484) 866-4879 (office)
(570) 250-9420 (mobile)

As to Client POC:

Gary Knarr
Zoning & Land Development Admin.
1500 West 3rd Street
Williamsport, PA 17701
(570) 327-7527

All work assignments for Isett will be communicated to Isett by Client POC. All reports, invoices, and other communications from Isett will be directed to the Client POC.

7. **Dispute Resolution**

In the event there is a perceived breach of this Agreement or there is a dispute or other controversy arising out of or relating to the provision of Service in accordance with this Agreement, the parties hereto agree to exercise their best efforts to resolve the dispute or controversy as soon as possible, if the dispute or controversy cannot be resolved to the satisfaction of both parties, either party has the right to exercise all remedies available in law and equity. Any legal action to enforce the terms of this Professional Services Agreement shall be brought in the Court of Common Pleas of Lycoming County.

8. **Indemnification**

The parties hereto agree and acknowledge that nothing contained herein shall be construed as or constitute a waiver of any immunity or indemnification afforded the Client or Isett under the Pennsylvania Tort Claims Act, 42 Pa.C.S. § 8501, et seq., its successor statute or any other Federal, State Law or recognized case law within the Commonwealth of Pennsylvania, as may be amended from time to time. Further, Isett does hereby agree to indemnify, defend, release and hold the Client and its officers, directors, employees, and representatives, harmless from and against any and all claims, liabilities, losses, damages costs and expenses, including reasonable attorneys'

16. Effective Date

This Agreement shall be effective as of September 21, 2022.

17. Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce or compel strict compliance with every provision of this Agreement.

18. Applicable Law

The laws of the Commonwealth of Pennsylvania shall govern this Agreement and their relationship between the parties.

19. Counterparts and Execution

This Agreement may be signed in any number of counterparts which, when taken together, shall constitute one and the same document. The parties further agree that any facsimile or electronic signature shall be as effective as an original signature, and all be equally binding as though delivered directly by hand to each other.

20. Warranty of Signatory

Each of the signatories to this Agreement represents and warrants that he has the authority to enter into this Agreement on behalf of the party on whose behalf he is executing this Agreement.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement the day and year indicated below with an effective date September 21, 2022.

BARRY ISETT & ASSOCIATES, INC.

Kathryn Forry

Barry Isett & Associates, Inc.

Name: Kathryn Forry

Title: Code Services Dept. Head

Date: 9/22/2022

CITY OF WILLIAMSPORT

MAYOR

Name: Dunk Slaughter

10/13/22

CITY CONTROLLOR

Name: 10/14/22

Margaret J. Goodwin

CITY CLERK

Name: James M. Freed

Date: 10-13-22



**ZONING ADMINISTRATOR
BUREAU OF CODES
CITY OF WILLIAMSPORT**

Memorandum

To: Adam Yoder, Council President and members of City Council

CC: Derek Slaughter, Mayor,

From: Gary Knarr, Zoning Administrator

Date: October 3, 2022

Re: RESOLUTION- Authorizing an agreement for Professional Service with Barry Isett & Assoc,

Attached for your review is a resolution and agreement for Professional Services to be provided for the Bureau of Codes with Barry Isett & Associates.

Please review for City Council meeting on October 13, 2022.