

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9751

DATE 3-14-24

TITLE

RESOLUTION ACKNOWLEDGING AND ACCEPTING COUNTY OF LYCOMING'S CONTRIBUTION TO BRANDON PARK BANDSHELL PROJECT

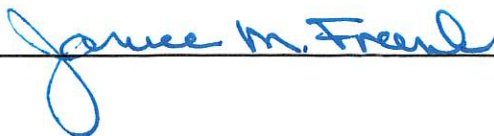
WHEREAS, the City of Williamsport is undertaking renovations to the Brandon Park Bandshell, and,

WHEREAS, recognizing the importance of the Brandon Park Bandshell as a cultural and recreational asset, the County of Lycoming has agreed to contribute \$20,000 towards said project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Williamsport hereby acknowledges and accepts the County of Lycoming's contribution of \$20,000 toward the Brandon Park Bandshell renovation project, 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

**AGREEMENT BETWEEN
COUNTY OF LYCOMING
AND
CITY OF WILLIAMSPORT
FOR
ACT 13 FUNDS**

THIS AGREEMENT made the _____ day of _____, 202__, between the COUNTY OF LYCOMING, a political sub-division of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as "COUNTY", and the City of Williamsport, a municipal authority of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as "GRANTEE."

WHEREAS, the GRANTEE is completing a Brandon Park Band Shell Rehabilitation Project as defined in EXHIBIT (A) and,

WHEREAS, GRANTEE seeks COUNTY Act 13 funds to complete the Project; and,

WHEREAS, the COUNTY recognizes the GRANTEE's project as an Act 13 fund eligible initiative; and

WHEREAS, the COUNTY wishes to allocate \$ 20,000 to enable GRANTEE to complete the Project.

NOW THEREFORE, it is hereby agreed as follows:

1. The COUNTY will make available Act 13 funds in an amount not to exceed \$ _____ as a reimbursement for work completed on the Project.
2. GRANTEE estimates completing the Project by February 29, 2025.
3. If the Project is not completed by then, the COUNTY will consider granting a one-time extension. If the Project is not completed by the estimated completion date, together with the one-time extension (if allowed), the County will consider the contract to be in default, and it will be entitled to a return of any funds advanced under this Agreement, as authorized by paragraph 9.
4. Remittance of Act 13 funds will be made following the receipt of the GRANTEE's invoice(s) and in accordance with the COUNTY's monthly accounting cycle.
5. In its administration of any and all contracts awarded in association with this agreement, GRANTEE will comply with all applicable federal, state, and local laws, rules and regulations.

6. GRANTEE shall comply with Pennsylvania Prevailing wage rates for all construction, reconstruction, demolition, alteration or repair work other than maintenance work where the estimated cost of the total project is in excess of \$25,000, which requires or involves the employment by a contractor or subcontractor of laborers, mechanics, skilled and semi-skilled laborers and apprentices in the performance of services directly upon the public work project.
7. GRANTEE shall comply with Davis-Bacon Act prevailing wage rates for construction, reconstruction, demolition, alteration or repair work other than maintenance work where the estimated cost of the total project is in excess of \$2,000, where federal funds are used and which requires or involves the employment by a contractor or subcontractor of laborers, mechanics, skilled and semi-skilled laborers and apprentices in the performance of services directly upon the public work project.
8. GRANTEE will provide the COUNTY with invoices, copies of the front and backs of checks, and/or other financial information for all purchases made with grant funds within the grant term set forth, and shall maintain such records and keep them available for review by the COUNTY and its agents. All information shall be to the COUNTY's Purchasing Department within a reasonable amount of time.
9. GRANTEE will provide the COUNTY with completed reports and other documents requested by the COUNTY and forward copies to the COUNTY's Purchasing Department within a reasonable time frame.
10. GRANTEE shall supply the COUNTY with information and records as requested by the COUNTY to support the COUNTY's audit of these funds and shall otherwise cooperate fully with the COUNTY to satisfy audit requirements pertaining to the funds.
11. GRANTEE will allow independent and/or COUNTY auditors access to its records, financial and otherwise, in order to determine compliance with all laws, rules, regulations, and terms and conditions of this Agreement. If non-compliance arises, GRANTEE will be directed to take corrective action. Upon receiving a directive for such corrective action, GRANTEE will, in writing, inform the COUNTY of its timetable for implementation of the required corrective action and, after the completion of the timetable, certify to the COUNTY the completion of the necessary corrective action. All costs associated with such corrective action will be the responsibility of the GRANTEE.
12. In the event the GRANTEE fails to comply with the requirements of this contract, to include completing the Project on a timely basis, the COUNTY may terminate this Agreement and will be entitled to seek reimbursement from the GRANTEE for all funds it has expended under this Agreement.

13. Should it be determined in any regulatory or judicial proceeding that the GRANTEE use of any of the subject funds is an improper expenditure of Act 13 funds, the GRANTEE shall reimburse the COUNTY for any and all funds so expended.
14. GRANTEE agrees to indemnify and hold the COUNTY harmless from any and all claims of any kind whatsoever arising out of the GRANTEE's expenditure of the funds which are the subject of this Agreement.
15. COUNTY Act 13 funds allocated to the Project shall be subject to the availability of funds.
16. Under no circumstances shall the COUNTY be liable on any claims, demands, damages or causes of action arising out of or pertaining to any unavailability of the Act 13 funds

This AGREEMENT shall commence on March 1, 2024, and shall expire on February 28, 2025, unless extended by mutual agreement of the COUNTY and the CONTRACTOR.

IN WITNESS WHEREOF, and intending to be legally bound hereby, this agreement has been executed as of the date and year first written above.

COUNTY OF LYCOMING

ATTEST:

Scott L. Metzger, Chairman

Matthew M. McDermott, Chief Clerk

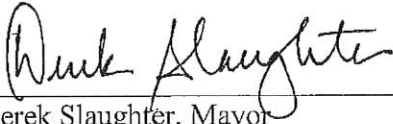
Marc C. Sortman, Vice Chairman

Mark Mussina, Secretary

ATTEST:


Margaret J. Woodring, Controller

GRANTEE


Derek Slaughter, Mayor

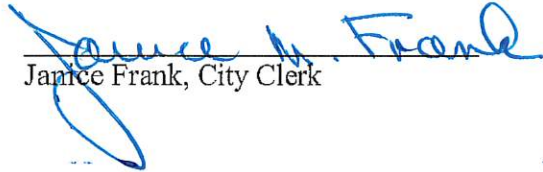

Janice Frank, City Clerk

EXHIBIT (A)

This project involves the rehabilitation of the Brandon Park Band Shell, which was constructed in 1913 in the Colonial Revival style. The structure, one of very few band shells in Pennsylvania, has hosted numerous entertainment and community events since that time, including hundreds of performances by the Repasz Band. Other uses include the activities commemorating many local and national events.

The scope of the project includes ADA modifications, structural repairs and improvements to remove and prevent moisture related damages. The project was identified and improvements were recommended in the October 2017 City of Williamsport Parks Inventory and Recommendation Report.