

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9135

DATE 4-29-21

TITLE

AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND PENN COLLEGE OF  
TECHNOLOGY

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT that the Agreement attached hereto, and between the City of Williamsport and the Pennsylvania College of Technology for the Off-Campus Project , is hereby approved and the appropriate City Officials are hereby authorized to execute the Agreement.

Approved

James M. Frank  
City Clerk

Randy Allison  
President

DATE: April 12 2021

From: John Markley

Subject: For the approval of a RESOLUTION for a Agreement-off-Campus Project with Pennsylvania College of Technology

Description of project, including educational benefit to students:

The location of the project is at the Lycoming County Veteran's Memorial Park located at West 4<sup>th</sup> Street and Wahoo Drive in the City of Williamsport. We are continuing with the combination of concrete and bricks. This is a three step process, first step is the layout and pour a 4 inch thick pad, Second step is to pour concrete in sections to square up for the bricks, Third step to lay in the bricks We are requesting work by the students on the following:

- A footer laid
- Continue with the sidewalk with the combination of concrete and bricks around the A 6 Intruder to the Gold Star monument
- The placement of concrete apron by the shed tied in with side walk

The City of Williamsport, Streets and Parks, will dig the footer and haul in and out all the materials.

*All materials will be provided by the Veteran's Memorial Park Commission and the City of Williamsport*

## AGREEMENT – OFF-CAMPUS PROJECT

THIS AGREEMENT made on *April, 2021*, by and between PENNSYLVANIA COLLEGE OF TECHNOLOGY (hereinafter referred to as “PENN COLLEGE”) AND City of Williamsport (hereinafter referred to a “REQUESTER”), allows for completion of REQUESTER’S project, as defined herein, by PENN COLLEGE for the purposes of advancement of the educational opportunity for its students. The project plan is attached.

WHEREAS, the REQUESTER is a not-for-profit entity and

WHEREAS, the REQUESTER’S project meets a community need and

WHEREAS, the project falls into the Penn College curriculum.

NOW, THEREFORE, the parties hereto agree as follows:

1. REQUESTER has provided the plans and specifications for projects, which have been reviewed by PENN COLLEGE and accepted by OFF CAMPUS PROJECT COMMITTEE and DEAN/ASSISTANT DEAN.

Committee members/dean/assistant dean name(s):

*Veteran’s Memorial Park Commission, John Markley and the City of Williamsport, Adam Winder, General Manager of Streets and Parks*

It being understood that PENN COLLEGE has no responsibility or any liability whatsoever for the correctness or completeness of the plans.

2. Students of PENN COLLEGE will work upon the aforesaid project under teaching supervision, (faculty person’s names(s):

*Harry Hintz*

Provided, however, that PENN COLLEGE, its teachers, and students assume no responsibility whatsoever in regard to the conduct of the work and do not warrant workmanship or quality of labor.

3. The hours and days worked by students will be at the sole discretion of PENN COLLEGE, and it is understood that it will be the obligation of the REQUESTER to coordinate and supervise all other trades, workmen, and functions connected with the project.

4. PENN COLLEGE is obligated to provide only the students and the teacher supervision for this work. All site equipment, materials, and tools must be provided by the REQUESTER unless otherwise provided by PENN COLLEGE. It is understood that PENN COLLEGE may provide certain personal hand tools and small equipment as determined by PENN COLLEGE. PENN COLLEGE shall be responsible for storing and protecting all hand tools and equipment supplied by PENN COLLEGE when the same are used upon the project and left on the site.
5. It is further understood and agreed that the work done by the students is done as a work experience program and that there shall be no monetary compensation made to PENN COLLEGE, instructors, or students.
6. REQUESTER will provide a certificate of insurance indicating the types and amounts of coverage which it has.
7. REQUESTER agrees that it shall not hold or attempt to hold PENN COLLEGE, its students, or faculty responsible for construction of the project or for negligent performance of the contract or for any property damage occasioned by or arising out of any acts performed by PENN COLLEGE, its students, or faculty.

Further, REQUESTER agrees to indemnify, save and hold harmless PENN COLLEGE, its students, and faculty from any and all claims for property damage or breach of contract arising out of the work performed by the REQUESTER.

PENN COLLEGE agrees to be responsible for workmen's compensation for PENN COLLEGE employees and general liabilities coverage for PENN COLLEGE, its students, and employees.

8. It is further recognized that this is a supervised educational work experience program for students and it is, therefore, required and agreed to that any changes in plans and specifications be submitted to PENN COLLEGE for acceptance.
9. REQUESTER agrees to be solely responsible for securing all necessary governmental permits and approvals. REQUESTER further agrees and warrants that the construction complies with all the requirements of law: national, state and local.

10. REQUESTER must submit evidence of its tax-exempt status, including the IRS determination letter or an IRS Federal Tax Status of Government Entity letter.

11. It is hereby agreed by PENN COLLEGE and REQUESTER that either party may terminate this Agreement at any given date agreeable. It is the purpose and intent of this provision to provide for an orderly termination of this Agreement in the event that the REQUESTER should fail to secure necessary funding, etc., or PENN COLLEGE should be unable to secure student workers, etc.

12. Distance to job site from College: 2 miles

It is understood that the College may refuse a particular project based on the distance of the job site from the College so that it does not have an adverse effect on instructional time.

13. Description of project, including educational benefit to students:

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- *A footer laid*
- *Continue with the sidewalk with the combination of concrete and bricks around the A 6 Intruder to the Gold Star monument*
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*The City of Williamsport, Streets and Parks, will dig the footer and haul in and out all the materials. All materials will be provided by the Veteran's Memorial Park Commission and the City of Williamsport*

*Points of contact: Veteran's Memorial Park Commission, John Markley 1-570-337-8525  
City of Williamsport, Adam Winder 1-570-220-9522 or 1-570-326-4684  
City of Williamsport, working foreman Jim O'Brian 1-570-326-4684*

# Signature Page

*Contract is not complete until all required signatures have been obtained in the order presented below.*

Approved \_\_\_\_\_ (Requires Dean's/Assistant Dean's signature)

Denied \_\_\_\_\_ Reason \_\_\_\_\_ Date \_\_\_\_\_

The parties hereunto set their hands and seals by their authorized representatives on the day and year first above written.

BY (printed) \_\_\_\_\_ (signature) \_\_\_\_\_ Date \_\_\_\_\_  
(Instructor/Department Head)

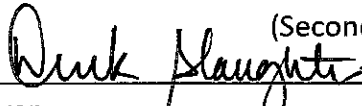
BY (printed) \_\_\_\_\_ (signature) \_\_\_\_\_ Date \_\_\_\_\_  
(Instructor/Department Head)


BY (printed) \_\_\_\_\_ (signature) \_\_\_\_\_ Date \_\_\_\_\_  
(School Dean or Assistant Dean)

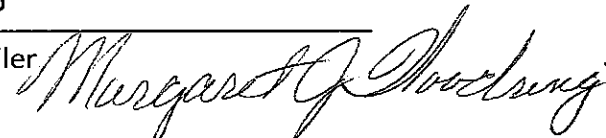
BY (printed) \_\_\_\_\_ (signature) \_\_\_\_\_ Date \_\_\_\_\_  
(Penn College Dean of Curriculum & Instruction)

BY (printed) Adam Winder (signature) \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized Representative of REQUESTOR)

BY (printed) John Markley (signature) \_\_\_\_\_ Date \_\_\_\_\_  
(Second Authorized Representative of REQUESTOR, if possible)

  
Mayor

  
City Clerk

  
City Controller