

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9015

DATE 4-2-20

TITLE

RESOLUTION TO COMMIT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF WILLIAMSPORT AND LYCOMING COUNTY FOR THE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT PERTAINING TO THE WILLIAMSPORT FLOOD CONTROL PROJECT.

WHEREAS, the City Council of Williamsport, Pennsylvania is an administrative body of the Commonwealth of Pennsylvania; and

WHEREAS, the Lycoming County Commissioners are a governing body of the Commonwealth of Pennsylvania; and

WHEREAS, the United States Army Corps of Engineers (the USACE) constructed the Levee in the 1950's for the purposes of preventing catastrophic flooding in areas surrounding the West Branch of the Susquehanna River, including the City of Williamsport and Lycoming County; and

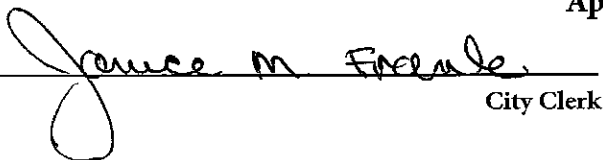
WHEREAS, the City of Williamsport and Lycoming County desire to formalize their roles and responsibilities; and enter into an agreement for five (5) years or until all Levee deficiencies are remedied based on the USACE inspections reports from 2011 and 2018.

WHEREAS, this MOU will serve as a foundation for a cooperative and mutually beneficial working relationship between the City and Lycoming County.

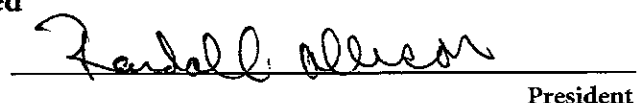
NOW, THEREFORE BE IT RESOLVED, in consideration of the promises mutually exchanged, the receipt and sufficiency of which are acknowledged and agreed to by all parties that the attached MOU is approved, and

BE IT HEREBY FURTHER RESOLVED, that the Mayor and City Controller are authorized to execute the attached MOU.

Approved



City Clerk



President

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and executed as of the _____ day of _____ 2020 by and among THE COUNTY OF LYCOMING, a county of the fifth class existing under the laws of the Commonwealth of Pennsylvania ("County");

-AND-

THE CITY OF WILLIAMSPORT, a city of the third class existing under the laws of the Commonwealth of Pennsylvania ("City");

- AND -

THE BACKGROUND OF THIS MEMORANDUM OF UNDERSTANDING IS AS FOLLOWS:

- A. The City and County have entered into a MOU to which the City and County have undertaken the Greater Williamsport Area Levee System Project (the "Project"), as defined and provided in this MOU.
- B. The City is identified as the Non-Federal Sponsor of the Levee System (the "Non-Federal Sponsor").
- C. The City and County each agree to coordinate in securing funding for the remediation of deficiencies, including the provision of a percentage share of "local match" allocations, identified in US Army Corp of Engineers (USACE) Periodic Inspection 2011 and 2018 Reports and the Federal Emergency Management Agency (FEMA) risk assessments for levee accreditation.
- D. Non-Federal Sponsor recognizes the complexity of the rehabilitation work under the USACE System Wide Improvement Framework to remain eligible for the P.L. 84-99 Program and seek to coordinate with the County for the Project.
- E. County recognizes the regional and county-wide impact of the Greater Williamsport Area Levee System and will assist in the Project through coordination efforts and grant securement.
- F. The Project has been identified in the 2017 Greater Williamsport Alliance Comprehensive Plan as the #1 Economic priority issue in the 5 Municipal Region and as a #1 Flood Protection priority issue in the 2017 Lycoming County Comprehensive Plan as seen in Attachment A of this MOU.

NOW THEREFORE, it is mutually agreed and understood between the parties hereto as follows:

1. All parties agree that the County Planning and Community Development department to function as Project lead but will coordinate with the Non-Federal Sponsor with regard to planning each phase of the project, written updates and approval of final designs and/or bid awards.
2. The County agrees to provide staff time through the Planning and Community Development Department to coordinate the work group, seek funding, and assist in the System Wide Improvement Framework.
3. The City agrees to contribute up to \$800,000 to the match of the Project.
4. The City agrees to continue coordinating the securing of State funds through their consultant.
5. The parties understand that the project includes several distinct phases which include planning, engineering, the securement of funds and approvals and each of those phases will entail the parties to enter into a defined Memorandum of Understanding due to such factors as funding sources, grant obligations and engineering/permit requirements.
6. The City agrees to coordinate with the County to develop a current project plan and long term sustainability plan for the Greater Williamsport Area Levee System as outlined in Attachment B of this MOU.
7. This MOU is entered into by and between the parties for five (5) years or until all deficiencies have been remediated based on US Army Corp of Engineers (USACE) Periodic Inspection 2011 and 2018 Reports and the Federal Emergency Management Agency (FEMA) risk assessments for levee accreditation.
8. The parties hereto understand that they may terminate this Agreement at any time with thirty (30) days notice. However, in the event that funding has been secured with regard to any phase of the project, the termination of this Agreement shall not materially interfere with any grant monies properly received by the parties for the Levee Project.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

ATTEST:

Matthew McDermott, Chief Clerk

COUNTY OF LYCOMING

Scott L. Metzger, Chairman

Tony R. Mussare, Vice Chairman

Richard Mirabito, Secretary

ATTEST:

Janice Frank, City Clerk

CITY OF WILLIAMSPORT

Derek Slaughter, City Mayor

Randy Allison, City Council Chairman