

CITY OF JOHNSTOWN,  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10305

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH THE JOHNSTOWN AREA HERITAGE ASSOCIATION (“JAHA”) PROVIDING FOR ACCEPTANCE OF A SPECIFICIED PAYMENT AND OTHER CONSIDERATION AS A SATISFACTION OF BACK TAXES APPLICABLE TO PROPERTY LOCATED AT 662 MAIN STREET, ALSO KNOWN AS THE LUDWIG HOUSE, CURRENTLY UNDERGOING THE PROCESS TO BE PRESERVED AS A HISTORIC SITE.

WHEREAS, the Johnstown Area Heritage Association (“JAHA”) is a charitable, non-profit organization which accepted a donation of property located at 662 Main Street with the intent and purpose of the property and preservation as a historic site; and

WHEREAS, the property known as the Ludwig House, holds historical significance in relation to the recovery period following the Johnstown Flood of May 31, 1889 and is believed to have been the residence of Clara Barton and other volunteers of the newly formed American Red Cross arriving in Johnstown to provide disaster relief following the flood; and

WHEREAS, the building is believed to be a legitimate historic landmark and a contributing structure to the Downtown Johnstown National Historic District; and

WHEREAS, the property had previously deteriorated and fallen into significant disrepair, posing a need for rehabilitation in order to avoid demolition; and

WHEREAS, JAHA has facilitated initial stabilization of the property, development of a new non-profit organization and business plan to restore the physical building for use as a bed and breakfast facility with retail museum operations, secured tentative approval for grants in the amount \$32,500, additional contributions in the amount of \$11,250 for said purposes, and is further pursuing a stabilization grant for said purposes in the amount of \$50,000; and

WHEREAS, JAHA has sought and received exemption from property taxes based on its non-profit status and intent to use the building for public purposes, beginning in 2018; and

WHEREAS, the back-property taxes owed to the City of Johnstown, specifically amounts to \$2,460.64 for years prior to 2018, and the overall amount of taxes owed to the City, County, and School District amounts to \$10,996.70; and

WHEREAS, JAHA’s receipt of the grants tentatively approved for the restoration of the property are contingent upon the transfer of said property to the non-profit organization developed to administer the restoration and business plan, which cannot occur until the back-property taxes are satisfied; and

WHEREAS, Section 501(a)(2) of the Real Estate Tax Sale Law, 72 P.S. 5860.501(a)(2), permits tax claims and liens to be discharged for payment of an amount less than the full delinquent tax if the political subdivision agrees to accept that amount; and

WHEREAS, the property is blighted and if not restored would impose a demolition cost of approximately \$15,000 to \$20,000 to the City; and

WHEREAS, the avoidance of said demolition costs and the restoration and redevelopment of the property as a tourist site will bring financial benefit to the City; and

WHEREAS, the tentative approval of the discharge of the above-referenced tax claims and liens in exchange for the amounts and/or consideration specified in the attached Agreement have already been indicated by the County of Cambria and by the Greater Johnstown School District contingent upon the agreement of all taxing authorities; and

WHEREAS, in consideration of the foregoing, the parties reached a mutually agreeable resolution concerning the back-property taxes owed to the City;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, hereby authorizes, approves, and directs the Interim City Manager and/or his designee to enter into, execute, and take all actions necessary to effectuate the attached agreement with the Johnstown Area Heritage Association discharging tax claims applicable to the 662 Main Street property and owed to the City, in exchange for the amount of 1.00 and in further consideration of the avoidance of demolition costs that would otherwise be borne by the City to address the property, in light of both the historical significance of the property and the non-profit, tax-exempt status of its owner, the Johnstown Area Heritage Association.

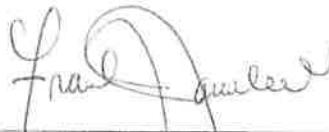
ADOPTED:

July 8, 2020

By the following Vote:

Yeas: Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King. (6)

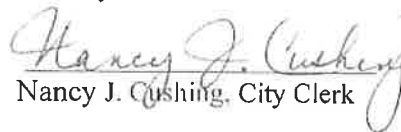
Nays: Mrs. Mock. (1)



Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10305 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**AGREEMENT BETWEEN THE CITY OF JOHNSTOWN  
AND JOHNSTOWN AREA HERITAGE ASSOCIATION**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2020, it is hereby agreed by and between the City of Johnstown (“City”), and Johnstown Area Heritage Association (“JAHA”), that the following Payment Agreement is hereby entered into by and between the parties as follows:

WHEREAS, JAHA accepted a donation of property located at 662 Main Street with the intent and purpose of the property and preservation as a historic site; and

WHEREAS, the property known as the Ludwig House, holds historical significance in relation to the recovery period following the Johnstown Flood of May 31, 1889 and is believed to have been the residence of Clara Barton and other volunteers of the newly formed American Red Cross arriving in Johnstown to provide disaster relief following the flood; and

WHEREAS, the building is believed to be a legitimate historic landmark and a contributing structure to the Downtown Johnstown National Historic District; and

WHEREAS, the property had previously deteriorated and fallen into significant disrepair, posing a need for rehabilitation in order to avoid demolition; and

WHEREAS, JAHA has facilitated initial stabilization of the property, development of a new non-profit organization and business plan to restore the physical building for use as a bed and breakfast facility with retail museum operations, secured tentative approval for grants in the amount \$32,500, additional contributions in the amount of \$11,250 for said purposes, and is further pursuing a stabilization grant for said purposes in the amount of \$50,000; and

WHEREAS, JAHA has sought and received exemption from property taxes based on its non-profit status and intent to use the building for public purposes, beginning in 2018; and

WHEREAS, the back property taxes owed to the City of Johnstown specifically amounts to \$2,460.64 for the years 2015 through 2017; and

WHEREAS, JAHA's receipt of the grants tentatively approved for the restoration of the property are contingent upon the transfer of said property to the non-profit organization developed to administer the restoration and business plan, which cannot occur until the back property taxes are satisfied; and

WHEREAS, Section 501(a)(2) of the Real Estate Tax Sale Law, 72 P.S. 5860.501(a)(2), permits tax claims and liens to be discharged for payment of an amount less than the full delinquent tax if the political subdivision agrees to accept that amount; and

WHEREAS, the property is blighted and if not restored would impose a demolition cost of approximately \$15,000 to \$20,000 to the City; and

WHEREAS, the avoidance of said demolition costs and the restoration and redevelopment of the property as a tourist site will bring financial benefit to the City; and

WHEREAS, as a result of discussions, and in consideration of the foregoing, the parties reached a mutually agreeable resolution concerning the back property taxes owed to the City.

NOW THEREFORE, the parties, intending to be legally bound, and upon the terms set forth, mutually agree as follows:

1. The parties expressly acknowledge and agree that the City has no obligation to accept less than the full amount of back property taxes owed to the City for the years 2015 through 2017.
2. The parties agree that this Agreement is based upon the unique facts of the historical significance of the Ludwig House, the non-profit status of its owner, JAHA, the designation of

the property as tax exempt and the financial benefit to the City arising from the avoidance of demolition costs that would otherwise be imposed if the property is not restored.

3. JAHA agrees to pay to the Cambria County Tax Claim Bureau the amount of Three Dollars (\$3.00) for the back property taxes currently owed to the City.

4. The City agrees to accept the payment of Three Dollars (\$3.00) to satisfy and discharge the back property taxes currently owed.

5. JAHA agrees to provide the City with a receipt evidencing payment to the Cambria County Tax Claim Bureau within two weeks following approval of the terms of this Agreement.

6. In the event that JAHA fails to comply with its obligations under this Agreement, JAHA will be responsible for payment of the full amount of the back property taxes currently owed to the City.

7. This Agreement shall be construed in accordance with the laws of the state of Pennsylvania.

8. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, including the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

9. For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, all parties to this Agreement agree that this Agreement was prepared jointly by the parties.

10. The individuals signing on behalf of the City and on behalf of JAHA state that he/she has been duly authorized in accordance with law to enter into and execute this Agreement on behalf of and with permanent binding effect upon the City, JAHA, and individual members thereof.

11. This Agreement sets forth the entire understanding of the parties. This Agreement may not be modified, altered, or amended except upon express, written consent of both parties wherein specific reference is made to this Agreement.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as set forth below.

ATTEST:

**City of Johnstown**

\_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

ATTEST:

**Johnstown Area Heritage Association**

\_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF JOHNSTOWN,  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10306

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE JOHNSTOWN REDEVELOPMENT AUTHORITY TO PROVIDE FUNDING TOWARDS THE DEMOLITION OF A BUILDING LOCATED AT 303 FRANKLIN STREET IN JOHNSTOWN, PENNSYLVANIA.

WHEREAS, the City has a need to demolish a building located at 303 Franklin Street in Johnstown, PA known as the "Conrad" building due to public safety concerns; and

WHEREAS, the City requires \$66,000 from JRA to complete this task; and

WHEREAS the parties have agreed to certain terms and conditions reflected in the attached Agreement for JRA to contribute \$66,000 in funding toward the demolition costs, as further detailed therein;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to execute on behalf of the City of Johnstown an agreement with the Johnstown Redevelopment Authority to provide the City of Johnstown funding towards the demolition of the Conrad Building.


ADOPTED:

July 8, 2020

By the following Vote:

Yeas: Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock. (7)

Nays: None (0)




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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10306 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



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Nancy J. Cushing, City Clerk

**Conrad Building Demolition Financing**  
**Memorandum of Agreement**

**Interagency Service Agreement**

This Agreement is made by and between the Johnstown Redevelopment Authority (hereinafter "JRA") and the City of Johnstown (hereinafter "City") as follows:

**WITNESSETH:**

WHEREAS, the City has identified a need to demolish the existing building located at 303 Franklin Street, Johnstown, PA, commonly known as the Conrad Building; and

WHEREAS, the Conrad Building has become a safety concern for the City; and

WHEREAS, the City has obtained a price quote of \$166,000 to perform an emergency demolition of the property; and

WHEREAS, JRA has agreed to provide the City a total of \$66,000 towards the demolition cost in order to assist and cooperate with the accomplishment of said demolition;

NOW, THEREFORE, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

1. JRA agrees to and has duly authorized a financial contribution to the City of Johnstown to be applied toward the cost of demolition of the property located at 303 Franklin Street, Johnstown, Pennsylvania, in the amount of \$66,000.00.
2. JRA agrees to issue and hereby warrants that it is duly authorized and able to issue the amount of \$66,000.00 no less than 15 days following the completion of the demolition of the building by the City and/or its contractor. The City will issue written notice to the JRA Executive Director confirming completion of the demolition with said payment by the JRA to be made within thirty days of the date the written notice of completion of the demolition is received.
3. In consideration of JRA's agreement to contribute the amount identified above, the City agrees to proceed and hereby confirms its intent to enter into a contract for the demolition of the property located at 303 Franklin Street in the amount of \$160,000, and to make payment of the full amount under the contract in order to complete the proposed demolition, in reliance upon JRA's agreement to contribute \$66,000.00 toward that cost as outlined above.



4. The City further agrees and confirms the following:
  - a. The City has sufficient funds and/or resources available to contribute to and pay the remaining \$100,000 of the total \$166,000 cost of the project outlined above.
  - b. The City has obtained and/or will obtain, prior to proceeding with the demolition of the aforementioned property, all relevant permits required in order to complete the demolition.
  - c. The City releases, indemnifies and agrees to hold the JRA harmless from any/all additional costs incurred in connection with the demolition project other than the relevant \$66,000 financial contribution from JRA addressed herein.
  
5. This Agreement shall take effect upon execution by both parties and shall continue for a period of one year from the latest date on which a party executed said Agreement, unless otherwise agreed to in writing by both parties.
  
6. The parties agree and commit to perform such additional acts and execute such additional documents as are reasonably necessary to effectuate or carry out this Agreement.
  
7. This Agreement may be executed in counterparts separately by each party, each of which counterpart shall be deemed an original, and all of which shall constitute one (1) in the same instrument.
  
8. All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances.
  
9. This Agreement constitutes the full and complete understanding and agreement among the parties. No provision of this Agreement shall be construed to create any rights in anyone who is not a party to this Agreement. This Agreement may be amended or revised in writing signed by all of the parties hereto. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under the jurisdiction and venue of the Cambria County Court of Common Pleas.

This Agreement has been duly authorized, executed and delivered by the parties hereto and constitutes a legal, valid, and binding obligation of such parties, enforceable in accordance with its terms. Each individual's signature hereto represents warrants that the signatory is duly authorized to execute this Agreement on behalf of the party indicated.

IN WITNESS WHEREOF, the undersigned parties, have caused this Agreement to be executed by their duly authorized signatures.

WITNESSED:

\_\_\_\_\_  
Secretary of the Board

(seal)  
City of Johnstown

By: \_\_\_\_\_

Authorized Signatory

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

Johnstown Redevelopment Authority

ATTEST:

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_

\_\_\_\_\_  
(Seal)  
M. John Mavrodis, Secretary

\_\_\_\_\_  
Date

CITY OF JOHNSTOWN,  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10307

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE FOR A \$250,000 GRANT TO SUPPORT THE COST OF TWO ADDITIONAL POLICE OFFICERS

WHEREAS, the City Police Department needs additional Police Officers to ensure public safety; and

WHEREAS, a grant request to the United States Department of Justice is being awarded to the City for an effective grant award term of three years commencing July 1, 2020; and

WHEREAS, the City will need to match and pay the remaining costs of adding the two officers in the amount of \$272,718 over the relevant three year period; and

WHEREAS, to officially accept the award the City is required to execute the proposed grant agreement within forty-five (45) days of its receipt; and

WHEREAS, the City reasonably estimates and anticipates the availability of sufficient matching funds to be appropriated and paid out of line item account no. 01.410.14.082.00; and

WHEREAS, all appropriate amendments and/or revisions to the applicable budgets and Ordinances will be proposed for adoption following the City's entry into the Agreement securing the grant funds;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to execute on behalf of the City of Johnstown an agreement with the United States Department of Justice for the hiring of two new Police Officers.


ADOPTED:

July 8, 2020

By the following Vote:


Yeas: Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone. (7)

Nays: None (0)

  
\_\_\_\_\_  
Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10307 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
115 N Street, NE, Washington, D.C. 20530

**COPS**

June 25, 2020

Captain Chad Miller  
Mayor Frank Janakovic

Johnstown Police Department  
401 Washington Street  
Johnstown, PA 15901

Re: COPS Hiring Program award number 2020UMWX0174  
ORI PA01104

Dear Captain Miller and Mayor Janakovic:

Congratulations on your agency's award for 2 officer position(s) and \$250,000.00 in federal funds over a three-year award period under the 2020 COPS Hiring Program (CHP). The local cash match required for this award will be \$272,718.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov) within 45 days from the date of this letter.**

The official start date of your award is 07/01/2020. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process and award funds may only be used for approved items. The FCM will specify the final award amount and will also identify any disallowed costs.

Supplemental online award information for 2020 COPS CHP recipients can be found on the CHP Program page at <https://cops.usdoj.gov/chp-award>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2020 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

Once again, congratulations on your 2020 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.



Phillip E. Keith, Director

Date: 06/17/2020

**Additional Award Notification**



U.S. DEPARTMENT OF JUSTICE  
 OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
 145 N Street, NE, Washington, D.C. 20530

**COPS**

**Award Document**  
**COPS Office COPS Hiring Program (CHP)**  
**CFDA - 16.710 - Public Safety Partnership and Community Policing Grants**  
**Treasury Account Symbol (TAS) 15X0406**

**Award Number: 2020UMWX0174**

**ORI Number: PA01104**

**OJP Vendor Number: 256000865**

**DUNS Number: 098210719**

**Applicant Organization's Legal Name: Johnstown Police Department**

**Applicant's System for Award Management (SAM) name: City Of Johnstown**

**Law Enforcement Executive / Agency Executive: Captain Chad Miller**

**Government Executive / Financial Official: Mayor Frank Janakovic**

**Award Start Date: 07/01/2020**

**Award End Date: 06/30/2023**

**Award Amount: \$250,000.00**

**Full-Time Officers Funded: 2**

**New Hires: 2    Rehires Previously Laid Off: 0    Rehires Scheduled for Lay Off: 0**

The FY 2020 COPS Hiring Program (CHP) award provides funding to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP awards provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month award period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM) and, if applicable, the Cooperative Agreement included in your award package are incorporated by reference in their entirety and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2020 Community Policing Development Program (CHP) Award Terms and Conditions; the approved budget in the FCM; if applicable, all requirements in the Cooperative Agreement; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director

Date: 06/17/2020

(Signature Pending)

*Signature of the Program Official with the Authority to Accept this Grant Award*

(Signature Pending)

(Date Pending)

*Date*

(Date Pending)

*Signature of the Financial Official with the Authority to Accept      Date*  
*this Grant Award*

False statements or claims made in connection with COPS office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.

U.S. Department of Justice  
*Office of Community Oriented Policing Services*

**2020 COPS Hiring Program  
Award Terms and Conditions**

By signing the Award Document to accept this **COPS Hiring Program** award, your agency agrees to abide by the following award terms and conditions:

**1. Award Owner's Manual**

The recipient agrees to comply with the terms and conditions in the applicable 2020 COPS Office Program Award Owner's Manual; COPS Office statute (34 U.S.C. § 10381, et seq.); the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

**2. Assurances and Certifications**

The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

**3. Allowable Costs**

The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed



for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the award beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

#### **4. Supplementing, Not Supplanting**

State, local, and tribal governments must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

#### **5. Extensions**

Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36 month award funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

#### **6. Modifications**

Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification

request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

#### **7. Evaluations**

The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators 34 U.S.C. § 10385(b).

#### **8. Reports/Performance Goals**

To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425), 2 C.F.R. §§ 200.327 - 200.328. The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

#### **9. Award Monitoring Activities**

Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.333 & 200.336.

#### **10. Federal Civil Rights**

The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition —

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

**11. Equal Employment Opportunity Plan (EEOP)**

All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

**12. False Statements**

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**13. Duplicative Funding**

The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

**14. Additional High-Risk Recipient Requirements**

The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient (2 C.F.R. § 200.207).

**15. System for Award Management (SAM) and Universal Identifier Requirements**

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

**I. System for Award Management and Universal Identifier Requirements**

***A. Requirement for System for Award Management***

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

***B. Requirement for unique entity identifier***

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

*C. Definitions*

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. *Is accountable to you for the use of the Federal funds provided by the subaward.*

**16. Reporting Subawards and Executive Compensation**

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.*

Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.*

You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>,

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. Part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and



Non-Profit Organizations”).

- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
- i. *Salary and bonus.*
  - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - v. *Above-market earnings on deferred compensation which is not tax-qualified.*
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**17. Debarment and Suspension**

The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

**18. Employment Eligibility**

The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

**19. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information**

The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

**20. Mandatory Disclosure**

Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

**21. Conflict of Interest**

Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

**22. Contract Provision**

All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, (Appendix II to Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards). Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

**23. Restrictions on Internal Confidentiality Agreements**

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2020, Public Law 116-93, Division C, Title VII, Section 742.

**24. Recipient Integrity and Performance Matters**

For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported

to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —
  - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**25. Citizenship and Immigration Status Communications**

Authority to obligate or expend contingent on compliance with this condition.

NOTE: This grant condition is established under the COPS Office's broad authority and discretion to award and administer grants. See, e.g., 34 U.S.C. § 10381, et seq. This condition applies only to state or local government entities or to non-state or local government entities that make subawards with these funds to a state or local government entity.

State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the recipient funded in whole or in part with the award funds (which includes any such program or activity of any subrecipient at any tier) is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed or established by a state or local government entity or official.

A subrecipient of this award (at any tier) that is an entity of a State or of a unit of local government may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the subrecipient (which includes any such program or activity of any subrecipient at any further tier) funded (in whole or in part) with award funds is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed by a state or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

Rules of Construction. For purposes of this condition, “program or activity” means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-4a).

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Any questions about the meaning or scope of this condition should be directed, prior to acceptance of this award, to the Office of Community Oriented Policing Services Legal Division at 202-514-3750.

#### **26. Contracts and/or MOUs with other Jurisdictions**

Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

**27. Retention**

At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

**28. Community Policing**

Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. In sections VI(A) and (B), your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency’s plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your award application.

**29. Local Match**

COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

**30. School Resource Officer (SRO) Training Requirement**

COPS Office-funded SRO(s) are required to complete a National Association of School Resource Officers (NASRO) 40 hour basic training course. Course substitutions are not permitted. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the NASRO training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a NASRO 40 hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed NASRO 40 hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must contact the NASRO Grant Coordinator if they want funds to cover registration and travel costs.

**31. Background Investigations**

Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.207

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.338 until the agency can demonstrate the background investigation has been completed.

**32. Career Law Enforcement Officer**

Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time "career law enforcement officers" for 36 months. The COPS Office's statute defines a "career law enforcement officer" as "a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws." 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become "career law enforcement officers" if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a "village public safety officer" defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670." Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

## Financial Clearance Memorandum

### *COPS Office COPS Hiring Program Program (CHP)*

To: Captain Chad Miller and Mayor Frank Janakovic

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Total officer positions awarded: 2

#### Approved costs per entry-level officer, per year

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<b>Base salary</b>	<b>\$51,777.00</b>	<b>\$53,330.00</b>	<b>\$54,930.00</b>
<b>Benefits</b>	<b>\$31,790.94</b>	<b>\$33,728.75</b>	<b>\$35,802.15</b>
Social Security	\$3,210.17	\$3,306.46	\$3,405.66
Medicare	\$750.77	\$773.29	\$796.49
Health insurance	\$19,668.00	\$21,242.00	\$22,941.00
Life insurance	\$253.00	\$260.00	\$268.00
Vacation	\$0.00	\$0.00	\$0.00
Sick leave	\$0.00	\$0.00	\$0.00
Retirement	\$2,589.00	\$2,667.00	\$2,747.00
Worker's compensation	\$4,580.00	\$4,718.00	\$4,859.00
Unemployment insurance	\$635.00	\$654.00	\$674.00
Other costs: Vision Insurance	\$105.00	\$108.00	\$111.00

#### Approved total project costs



	<u>Per officer</u>	<u>Grand total</u>
Salaries and fringe benefits	\$261,358.83	\$522,718.00
Federal share	\$125,000.00	\$250,000.00
Applicant share	\$136,359.00	\$272,718.00

Local match waiver not granted.

Budget Cleared Date: 06/25/2020

Overall Comments:

NA

Additional Comments:

N/A



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

## **Award Document Supplement**

### ***COPS Hiring Program (CHP)***

By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

#### **Special Award Conditions**

##### **Advancing Department of Justice Priority Crime Problem Awards**

Your agency has been selected for a COPS Hiring Program (CHP) award to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP award application's community policing plan to improve your agency's public safety response to the critical issues of Illegal Immigration, Violent Crime, or Homeland Security.

Please be advised that, in accepting this award, your agency is agreeing to this Special Condition to its CHP award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problems identified above. By signing the 2020 CHP award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP award application;
- Your agency will address its specific priority crime problem throughout the entire CHP award period;
- Your agency will implement any organizational changes identified in its CHP award application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

#### **Memorandum of Understanding Requirement**

(School-based Policing through School Resource Officers Focus Area Only)

By signing the 2020 CHP award, recipients using CHP funding to hire and/or deploy School Resource

Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information;
  - The purpose of the MOU
  - Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
  - Information sharing
  - Supervision responsibility and chain of command for the SRO
  - Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

- Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10308

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEES TO SIGN A CONTRACT FOR UPGRADING THE CITY'S SOFTWARE WITH FREEDOM SYSTEMS CORP., TO THE NEWEST VERSION AND BRINGING THE DATA USED IN THE SOFTWARE CURRENT.

WHEREAS, the contract for Freedom to upgrade the software totals \$15,285.00

WHEREAS, the existing software being used in 6 versions old and has not been updated.

WHEREAS, the City recently upgraded the computer servers which enables upgrading to the newest version of the Freedom software.

WHEREAS, the City is using an outside computer service, CBIZ, to process its payroll. This is costing the City \$18,000 per year. By upgrading to the newest version of Freedom Software, the City will use this software to process payroll eliminating the \$18,000 fee being paid to CBIZ.

WHEREAS, the City received another quote for completely new software from Tyler Technologies in the amount of \$134,690. The difficult aspect of moving to a different software company is that all of the data must be inserted into the new software. This is very time consuming and costly.

THIS WILL BE CHARGED TO ACCOUNT NO. 01.405.37.047.00 Annual Computer Maintenance.

THEREFORE BE IT RESOLVED, THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEES TO SIGN A CONTRACT WITH FREEDOM SYSTEMS CORP. CONTINGENT UPON REVIEW OF THE CITY SOLICITOR.

ADOPTED:

July 8, 2020

By the following vote:

Yeas: Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone,

Mr. Britt. (7)

Nays: None (0)



Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10308 as the same adopted by the City Council of the City of Johnstown, PA.



Nancy J. Cushing, City Clerk

**FREEDOM SYSTEMS CORP.**

Phone: (610) 676-0780  
 Fax: (610) 666-5080  
 2550 EISENHOWER AVENUE  
 EAGLEVILLE, PA 19403-2331

**Quote**

No.: **1007205**  
 Date: **7/31/2019**

Prepared for:  
 Robert Ritter (814) ~~533-9254~~ **539-2504**  
 JOHNSTOWN CITY  
 401 MAIN STREET  
 ROOM 103  
 JOHNSTOWN, PA 15901 CAMBRIA

Prepared by: Brian Hicks  
 Account No.: 2862  
 Phone: (814) ~~633-2036~~ **539-2504**  
 Fax: (814) ~~633-2084~~ **410-0990**  
 Job: CITYSHARE

Quantity	Item ID	Description	UOM	Sell	Total
1.00	CS-CITYSHARE SUITE UPGRADE	Upgrade Suite to CityShare V9.2 Fin Mgt <i>Upgrade the SQL database, configure new program modules and provide an overview of the features.</i>	EA	\$495.00	\$495.00
1.00	CS-CITYSHARE SUITE UPGRADE	Upgrade Suite to CityShare V9.2 Land Mgt <i>Upgrade the SQL database, configure new program modules and provide an overview of the features.</i>	EA	\$495.00	\$495.00
24.00	CS STANDARD SUITE TRAINING	CityShare Standard Suite Application Training <i>Cost per Hour for training on use of CityShare Suites.</i>	HR	\$125.00	\$3,000.00
1.00	CS-CITYSHARE SUITE UPGRADE	Upgrade Suite to CityShare V9.2 payroll <i>Upgrade the SQL database, configure new program modules and provide an overview of the features.</i>	EA	\$495.00	\$495.00
16.00	PROFESSIONAL SERVICES	Updating Names in Land data base	HR	\$150.00	\$2,400.00
24.00	PROFESSIONAL SERVICES	Reconnect Payroll	HR	\$150.00	\$3,600.00
16.00	PROFESSIONAL SERVICES	Fix Retires on Data base	HR	\$150.00	\$2,400.00
16.00	PROFESSIONAL SERVICES	Update GL Account Numbers to PA Standard. (Customer to provide from/to numbers).	HR	\$150.00	\$2,400.00

**Each new module upgrade requires at least a day of training.**

Your Price: **\$15,285.00**

**Total: \$15,285.00**

Prices are firm until 8/30/2019

Terms:

**Quoted by:** Brian Hicks, bhicks@freedomsys.com

**Date:** 7/31/2019

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Disclaimer**

TERMS AND CONDITIONS: Prices quoted for any on-site training or technical support is exclusive of:  
 - Travel time, which is billed at \$60/hr and includes time, mileage charges and tolls;  
 - Per Diem and lodging charges while on site which is billed separately at \$175 per person per day.

One-half of the quotation total is due upon execution along with satisfaction of any outstanding account balances before an order

**Quote**

No.: **1007205**

Date: 7/31/2019

shall be processed. The remaining one-half of the quote total is due upon delivery of purchased items. No deposit is required if full payment is received on day of delivery or if the purchase is financed through a separate lease/purchase agreement offered through FSC. Completed delivery and acceptance certification forms are required upon delivery. Prices are valid for thirty (30) days from date of quote unless otherwise specified above. FSC will provide the products and services described in the quotation above and associated proposal. Installation of items not listed above or on the associated proposal will be provided as requested and billed at then current rates.

Support for non-FSC programs purchased as part of this quotation is governed by and provided by the software manufacturer and is subject to the terms and conditions of those manufacturers. All software is governed by the license agreements of the respective manufacturers and is subject to the terms and conditions of those agreements..

FSC's entire liability to customer and customer's sole remedy hereunder for any cause, regardless of the form of action, will be limited to the charges attributable to and payment made for such hardware, software, training, services or related materials purchased or licensed under this quotation and any associated software license agreement. In no event will FSC or its suppliers be liable for any damages for loss of data, lost profits, or other incidental or consequential damages, even if advised of the possibility of same.

## Robert Ritter

---

**From:** Halligan, Greg [Greg.Halligan@tylertech.com]  
**Sent:** Thursday, September 12, 2019 9:41 AM  
**To:** Robert Ritter  
**Subject:** RE: Revised Quote for consideration  
**Attachments:** Johnstown revised quote.pdf

Hi Bob,

My apologies, I neglected to attach the quote for your review. Here it is.

I realize that your decision may have already be final, but I wanted to make sure you had our best and final offer.

Also, if annual budget is a concern – it is possible to do this with \$0 paid up front for the License Fee or Implementation services. So, the \$56,150 for the License Fee and the \$78,540 for the Implementation Fee (\$134,690 total) can be finance through a 3<sup>rd</sup> party partner of ours. A “typical” deal for a similar sized deal like this would be:

- 5 year term
- 4% interest rate
- \$29,832 paid annually (quarterly payments).....\$149,160 total (\$14,470 in interest fees over the principal of \$134,690)

With this option – Johnstown doesn't have to pay a big one-time investment for the software.

Rather, Johnstown would pay the Tyler Annual Maintenance Fee each year. And then for 5 years - \$29,832 to our 3<sup>rd</sup> party financing partner.

If you have interest in exploring, let me know.

Regards, Greg

**From:** Halligan, Greg  
**Sent:** Tuesday, September 10, 2019 4:26 PM  
**To:** Robert Ritter <[rritter@cojtown.com](mailto:rritter@cojtown.com)>  
**Subject:** Revised Quote for consideration

Hi Bob,

I've revised the quote that I got to you earlier. This revision has not been approved by our pricing executive team, but it is something I think I can get approved.

From the original quote, I've reduced the License Fee from \$67,380 to \$56,150. And the Annual Recurring Fees from \$24,036 to \$20,311.

This is roughly an \$11,000 decrease in License Fees and \$4,000 in Annual Recurring Fees.

Also, I think I could get the License Fee to be spread out over 2 fiscal years, if this helps at all.

Does this revised quote get Tyler in a more realistic position to partner with Johnstown?

If you could let me know when you have a moment.

Thanks, Greg

**Greg Halligan**  
Account Executive  
Tyler Technologies, Inc.

P: 412-439-2465



**Empowering people who serve the public\***



**CITY OF JOHNSTOWN, PENNSYLVANIA  
RESOLUTION NO. 10309**

**A RESOLUTION OF THE CITY OF JOHNSTOWN, PENNSYLVANIA SUPPORTING A PETITION TO THE PENNSYLVANIA LIQUOR CONTROL BOARD (“BOARD’S”) BY THE CITY OF JOHNSTOWN FOR THE PROPERTY KNOWN AS 101 WASHINGTON STREET FOR THE SUBSTITUTION OF THE CITY OF JOHNSTOWN’S NOISE ORDINANCE FOR SECTION 493 (34) OF THE LIQUOR CODE.**

**WHEREAS**, The property owner of 101 Washington Street, Johnstown, PA 15901 also known as Stadium Pub & Grille, desires exemption from Section 493(34) of the Liquor Code regarding amplified music being heard off the licensee’s property; and

**WHEREAS**, as per statutory authority set forth under section 493.1(b) of the Liquor Code (47 P.S. § 4-493.1(b)), a municipality may file a petition with the Board, requesting approval for an identifiable area in the municipality; and

**WHEREAS**, the municipality identifies the need for said exemption and is in support of the Petition to allow the substitution of the Municipal Noise Ordinance No. 3837 passed October 14, 1969 and intends to full enforce said Ordinance in place of Section 493.1 of the Liquor Code;

**NOW, THEREFORE, BE IT RESOLVED**, the Interim City Manager of the City of Johnstown and City Department of Community and Economic Development are authorized to submit to the Pennsylvania Liquor Control Board a petition for an exemption from Sec. 493 (34) of the Liquor Code.


**ADOPTED:**

July 8, 2020

By the following vote:


Yeas: Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt,  
Mr. Capriotti. (7)

Nays: None (0)

  
\_\_\_\_\_  
Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

**ATTEST:**

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10309 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN,  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10310

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO SOLICIT PROPOSALS FOR HEATING AND COOLING SERVICES FOR THE PUBLIC SAFETY BUILDING LOCATED AT 401 WASHINGTON STREET, JOHNSTOWN, PA.

WHEREAS, the City has identified heating and cooling improvement needs within the Public Safety Building;  
and


WHEREAS, the attached Request for Proposals seeks a contractor to purchase and install various heating and cooling equipment within the Public Safety Building, as further described and specified therein;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to solicit proposals as applicable for a contractor to perform heating and cooling improvement services within the Public Safety Building.


ADOPTED: July 8, 2020  
By the following Vote:

Yeas: Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic. (7)

Nays: None (0)

  
\_\_\_\_\_  
Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:  
I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10310 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk

# **REQUEST FOR PROPOSALS**

## **City of Johnstown Public Safety Building Heating and Cooling Repairs**

**RFP – July 2020**

**CITY COUNCIL OF THE CITY OF JOHNSTOWN**

## **PROCEDURE**

### **ORIGINAL PROPOSAL AND COPIES**

The proposal must contain the completed "Vendor Information" and "Non-collusion affidavit" pages provided within this RFP. The vendor must submit **one hardcopy Original Proposal and one digital version** to the City of Johnstown. All proposals must include a detailed budget narrative.

### **PREPARATION OF PROPOSALS**

Proposals **must** be placed in a sealed envelope and marked:

#### **City of Johnstown Public Safety Building Heating and Cooling Repairs**

The name and address of the vendor must be marked on the sealed envelope.

### **DELIVERY OF PROPOSALS**

Proposals must be received in the *City of Johnstown's Office at 401 Main Street, Johnstown, PA, 15901*, no later than **July 31, 2020 at 12:00 PM**. Said proposals shall be open in a public setting to be observed by any community member and attested to by the City Clerk on July 31, 2020 at 1:00 p.m.

### **INQUIRIES AND ADDENDA**

Should the vendor find any discrepancies in, or omissions from the Request For Proposal, or should there be any doubt as to meaning or interpretations, or need clarification, he/she should at once notify Jared Campagna by e-mail at [jcampagna@cojtwn.com](mailto:jcampagna@cojtwn.com). The City of Johnstown will not be responsible for any oral instructions.

### **DUTY OF VENDOR TO MAKE NECESSARY INVESTIGATIONS**

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City that the vendor will rely upon. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not be a basis for any claim whatsoever for any monetary consideration on the part of the successful vendor.

### **EXPENSES INCURRED IN PREPARING PROPOSAL**

The City of Johnstown accepts no responsibility for any expense incurred by the vendor in the preparation and presentation of a proposal and any such expenses are to be borne exclusively by the vendor.

### **RIGHT TO ACCEPT OR REJECT PROPOSALS**

The City of Johnstown reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities in the proposals received, and to accept any proposal, which is deemed most favorable to the county.

### **CHOICE OF LAWS**

Any contract awarded shall be adjudicated, governed, and controlled in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Pennsylvania.

### **TERM OF CONTRACT**

The duration of any contract awarded is anticipated to commence upon the date an agreement is entered with the City of Johnstown and conclude by September 30, 2020. An extension of this deadline may be granted from the City of Johnstown to the contractor at the City's discretion.

### **PROCESS BY WHICH THE CONTRACT SHALL BE AWARDED**

This contract will be awarded to the contractor judged to provide the best value. The terms of any contract may be subject to negotiation subsequent to the receipt of proposals. Proposals will be evaluated on the basis of the following:

1. Compliance with specifications and production of required and supporting documentation.
2. Ability of contractor to responsibly and reliably perform contract requirements.
3. Cost of service.
4. Ability to negotiate terms of a contract acceptable to the City of Johnstown.
5. Ability to complete all contracted work tasks.
6. Experience of the contractor completing similar work tasks.

# **SPECIFICATION OF SERVICE**

## **OBJECTIVES OF THE SERVICE**

The City of Johnstown owns the Public Safety building located at 401 Washington Street in Johnstown, PA. The building is five stories in height and has issues with its heating and cooling systems and requires improvements to better heat and cool the building.

## **TASKS TO BE PERFORMED**

The contractor will provide equipment, supplies, and staffing to complete the following requested work tasks.

1. Heat Pumps: The Public Safety building requires the purchase and installation of new heat pumps on three floors.
  - a. Six heat pumps on the 5<sup>th</sup> floor
  - b. Two heat pumps on the 4<sup>th</sup> floor
  - c. One heat pump on the 1<sup>st</sup> floor
2. Make-up Air Units: A total of three make-up air units are needed to be purchased and installed on the 5<sup>th</sup> floor of the building.
3. Water Pumps: A total of four water pumps are needed to be purchased and installed throughout the building.
4. Water Loop Temperature Control System: A new water loop temperature control system needs purchased and installed to each of the unitary heat pumps.

## **REQUIREMENTS**

The selected contractor will be required to:

- Be adequately insured/bonded to complete the specified work requested by the City of Johnstown.
- Provide the City of Johnstown with Liability insurance and Workers Compensation Insurance
- Licensed to work within the State of Pennsylvania
- Obtain all necessary permits to legally complete the specified work requested by the City of Johnstown
- Perform all work to UCC standards.
- Complete all work tasks by September 30, 2020
- Provide weekly progress reports to the City of Johnstown
- Provide monthly invoices to the City of Johnstown for work completed
- Have no outstanding violations within the City of Johnstown for their business/sole practitioner

## **DISCRIMINATION PROHIBITED**

According to 62 Pa.C.S.A. 3701, the contractor agrees that:

1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

3. The contract may be cancelled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

### **HUMAN RELATIONS ACT**

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this Specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

### **PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.**

In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 144 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

### **IMPLEMENTATION TIME FRAME**

An award of this project is expected to be made to the contractor by August 13, 2020, with work beginning on August 14, 2020. All work should be completed during hours that will minimize impact on the staff that work within the Public Safety building. Work performed by the contractor on weekends will be permitted. Should the contractor need to perform work during staff working hours the contractor shall ensure that all construction "zones" are safe and secure and will not create a hazard to the staff during this time. (i.e. fencing, yellow tape, etc. to secure the areas)

### **BUDGET**

The contractor must provide to the City of Johnstown within their proposal a price breakdown for this requested service. The contractor must associate a cost with each work task requested in the "Tasks To Be Performed" section of this RFP. The contractor will submit to the City a monthly invoice for payment. The cost provided must be comprehensive of all costs associated with this service.

**CONTRACTOR DELIVERABLE IN RESPONSE TO THIS RFP**

Each proposal sent to the City in response to this RFP should include:

- A budget that details a price for each work task
- An estimated project schedule to complete all work tasks
- Examples of similar work the contractor has completed in the last five years
- Experience of the assigned contractor staff
- A signed contract with a section for the City to sign and accept the provided work proposal
- A completed Vendor Identification sheet



## VENDOR INFORMATION

**VENDOR NAME (PRINTED):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**NAME (PRINTED):** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

CITY OF JOHNSTOWN,  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10311

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH PENELEC TO REPLACE CITY OF JOHNSTOWN STREET LIGHTS WITH LED LIGHT FIXTURES

WHEREAS, the City has old and inefficient streetlights located throughout the City; and

WHEREAS, Penelec is willing to replace outdated streetlights with new LED lights throughout the City; and

WHEREAS, the Pennsylvania Electric Company is willing to update streetlight fixtures within the City that are 20 years or older with more energy efficient LED light fixtures at no cost to the City; and

WHEREAS, the City's current intent is solely to replace those lights that have no useful life remaining, such that the attached agreement will impose no supplemental cost to the City;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to execute on behalf of the City of Johnstown an agreement with Penelec to update the City's streetlights to LED.

ADOPTED:  
By the following Vote:

July 8, 2020

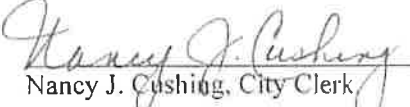
Yeas: Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King. (7)

Nays: None (0)

  
\_\_\_\_\_  
Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10311** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk

**STREET LIGHTING AGREEMENT**

FORM NO. X-4390 (REV. 10-15) Page 1 of 2

THIS AGREEMENT, made and entered into this the 8 day of July, 2020, by and between City of Johnstown hereinafter called "Customer", and Pennsylvania Electric Company, a public utility corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the "Company".

WITNESSETH:

WHEREAS, Customer desires the Company to provide street lighting service to the Company owned street lighting facilities ("Units"); situated in the City of Johnstown, County of Cambria Commonwealth of Pennsylvania; and

WHEREAS, Customer may from time to time desire the Company to add, replace and/or remove the Company owned Units; and

WHEREAS, Customer desires the Company to provide street lighting service to any additional or replaced Units;

NOW, THEREFORE, Customer and the Company, in consideration of the mutual promises set forth herein and intending to be legally bound, hereby agree as follows:

1. AGREEMENT TERM AND RENEWAL – The term of this AGREEMENT shall be as follows:

Ten (10) years from the date hereof for street lighting service provided pursuant to Rate Schedule LED Street Lighting ; and, thereafter, subject to the Tariff as defined herein below, shall continue in full force and effect for successive one (1) year terms, unless or until terminated by either party by giving written notice to such effect to the other party not less than ninety (90) days prior to the end of the then current term.

2. RATE – Customer shall receive and pay for street lighting service provided hereunder in accordance with the Company's applicable rules, regulations, rate schedules and riders presently in effect and on file with the Pennsylvania Public Utility Commission and as the same may, from time to time, be amended ("Tariff"). The Company shall provide street lighting service hereunder in accordance with the Tariff. When the Customer makes a request to install, or remove streetlight(s) the Company will provide a document detailing the work requested and any up-front cost to the Customer. An authorized representative from the Customer must sign the document and make payment, if required, prior to the work being completed by the Company.

3. LOCATION OF UNITS – The location of existing Units shall be identified in the Company computerized database. Any addition, replacement and/or removal of Units shall be noted on such database by the Company. It is the Customer's responsibility to make request for new streetlight installations locations based on locations where they are permitted to do so.

4. ADDITION, REPLACEMENT AND/OR REMOVAL OF UNITS – At the request of Customer and in accordance with the Tariff, the Company will add, replace and/or remove Units.

In the event Customer requests the addition or replacement of a Unit, the term of this AGREEMENT as to that additional or replaced Unit shall be ten (10) years from the date of its installation, and, thereafter, as specified in Paragraph 1 hereof.

**STREET LIGHTING AGREEMENT**

FORM NO. X-4390 (REV. 10-15) Page 2 of 2

- 5. OWNERSHIP – None of the facilities or equipment installed or to be installed by the Company in connection with the supply of the street lighting service by the Company shall be deemed to be or become a part of the real estate crossed by or abutting such facilities or equipment or to be subject to any mortgage, lien or encumbrance applicable to such real estate; but shall, at all times, remain the personal property of the Company.
  
- 6. GENERAL PROVISIONS – Reference is made to the Tariff for all other terms, provisions and conditions relative to the supply of street lighting service, including the installation, operation, maintenance, repair and replacement of the Units, the installation of additional Units and certain restrictions and limitation. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement and the Tariff shall constitute the entire agreement among the parties hereto and supersedes any and all prior written or oral communications, negotiations, representations, or promises with respect to the subjects addressed in this Agreement.

This AGREEMENT shall be binding upon Customer and the Company and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

ATTEST:

CUSTOMER

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: City Manager

Date: 07/08/2020

COMPANY Witness:

COMPANY:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF JOHNSTOWN,  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10312

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, APPROVING AND AUTHORIZING ADDITIONAL TERMS FOR PAYMENT TO JOHN K. TRANT, JR., D/B/A STRATEGIC SOLUTIONS, LLC FOR INTERIM CITY MANAGEMENT SERVICES AND AUTHORIZING THE CITY MAYOR, FINANCE DIRECTOR, AND/OR THEIR DESIGNEES TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, the City secured Interim City Management and Consulting Services pursuant to an original Proposal and Contract for Services presented by and entered into with John K. Trant, Jr., d/b/a Strategic Solutions, LLC made effective December 2, 2019 which provides, in pertinent part, for Mr. Trant's services at an estimated interval of two days per week and attendance at up to two Council Meetings a month, compensated at a rate of \$135.00 per hour, not to exceed \$8,000.00 per month and reimbursement for actual reasonable and ordinary expenses as approved by the City of Johnstown; and

WHEREAS, the parties agree and understand that the services of Mr. Trant are intended to be provided until the point at which the City of Johnstown secures a full-time City Manager, and via its authorizing Resolution designated Mr. Trant as the Interim City Manager; and

WHEREAS, the original proposal and agreement reasonably anticipated the rate, hours and term required for service in this position based on then-existing circumstances; and

WHEREAS, unforeseen, extenuating circumstances later arose in relation to numerous unanticipated issues occurring within the City, including, but not limited to, the COVID-19 pandemic and impact thereof on City operations; and

WHEREAS, these circumstances resulted in significant and exigent need for Mr. Trant's services which resulted in the incurrence of hours worked beyond the estimated maximum amount of \$8,000 per month during the previous six months; and

WHEREAS, the City Council is highly appreciative of and desires to compensate Mr. Trant for additional services and time incurred to deal with the exigencies arising during this course of time, and to provide fair terms for compensation in such instances going forward; and

WHEREAS, the City has identified an opportunity to fund any/all such additional, supplement payments to Mr. Trant through federal CARES Act funding currently being pursued through a grant application effort coordinated with the County of Cambria and/or if necessary, funding through grant opportunities available from the PA Department of Community and Economic Development, as needed; and

WHEREAS, the amount of said payment to be made, to date, can be funded through internal and/or interdepartmental transfers all of which will be appropriately reported and/or authorized following

confirmation and ratification of Council's approval and agreement to issue said payments, and ultimately reimbursed upon receipt of the additional grant funding identified above, at which time a corresponding budget amendment will be pursued to reflect the receipt of such additional funding if necessary; and

WHEREAS, it is the parties' intent to agree to and to hereby authorize the Mayor, Finance Director, and/or their designees to execute an Addendum to the current agreement between the parties for the payment of an additional \$11,631.25 for additional services provided through May 31, 2020, in connection with circumstances arising in relation to the COVID-19 pandemic and its effect on City operations, and to authorize the payment of supplemental invoices for any additional time incurred in relation to the COVID-19 pandemic, to be compensated at a rate of \$135/hour as per the Contract, all of which shall be made effective May 31, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania that the City hereby approves the payment for additional hours and services provided by John K. Trant, Jr. d/b/a Strategic Solutions, LLC in the amount of \$11,631.25 and further authorizes the Mayor, Finance Director, and/or their designees to take any/all action, on behalf of City Council, that is necessary to effectuate same, to include execution of an addendum to the parties' agreement confirming the terms and conditions identified herein, contingent upon review and approval of the City Solicitor, made effective retroactively to May 31, 2020.


ADOPTED:

July 8, 2020

By the following Vote:

Yeas: Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King,  
Mrs. Mock. (7)

Nays: None (0)

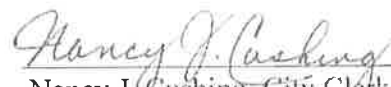


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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10312 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



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Nancy J. Cushing, City Clerk

4125

Strategic Solutions LLC  
524 Sandrae Drive  
Pittsburgh, PA 15243  
412.857.2151  
John@Strategic-  
SolutionsLLC.com



Invoice 627

91120702

**BILL TO**

Bob Ritter  
City of Johnstown  
401 Main Street  
Johnstown, PA 15901

DATE  
06/01/2020

PLEASE PAY  
\$8,000.00

DUE DATE  
07/01/2020

		HRS	RATE	AMOUNT
Principal	May 1 call with labor counsel regarding updated COVID staff guidance	0:15	135.00	33.75
Principal	Directors meeting. Employee investigation meeting. May 13 council meeting prep. Calls with labor counsel re employee investigations and updated COVID guidance to all staff. Prep for May 6 council informational session re sewer deal. Personnel matters. Including 1/2 travel time.	9:00	135.00	1,215.00
Principal	Meeting with chief and labor counsel re employee investigation. DCED contract administration. May 13 Council meeting prep. May 6 Council closed info session re sewer deal. Communications consultant contract. Council updates. Correspondence with DCED re pandemic preparedness/impacts. Including 1/2 travel time.	12:30	135.00	1,687.50
Principal	Calls re police chief contract and final employment letter issuance.	1:00	135.00	135.00
Principal	PD and Fire Chief employment letters and calls with Council members re same.	1:15	135.00	168.75
Principal	Directors meeting. Sewer call re housing authority issues. May 13 Council meeting prep. Including 1/2 travel time.	7:00	135.00	945.00
Principal	Council meeting prep. Grant contract. May 14 Council meeting. Call with labor counsel re employee investigation. Call with Steve G re sewer deal issues and public rollout. Sewer APA call. May 13 Council meeting. Including 1/2 travel time.	12:00	135.00	1,620.00
Principal	Directors meeting. Updates to Council. Council meeting schedule/sewer public engagement schedule. June 10 Council meeting prep. Call with vision 2025 re sewer deal communications. Including 1/2 travel time.	7:15	135.00	978.75
Principal	Meeting with Bob R re health insurance options. Resolutions and contracts signatures. Email configuration issues. Call with Steve G re sewer public meeting schedule. Coordination of May 28 special council meeting. Council updates re upcoming meeting schedule. Sewer agreement conf call with team. Including 1/2 travel time.	7:15	135.00	978.75

		HRS	RATE	AMOUNT
<b>Principal</b>	Conference call info session with Council re sewer deal hearing logistics. Call with Steve G re sewer public hearing logistics.	1:00	135.00	135.00
<b>Principal</b>	June 10 Council meeting prep. Meeting re employee complaint investigation. Call with Steve G re sewer deal items for upcoming Council agenda and contracts. Meeting with finance director re several items. Discussion with community development re zoning matters. Coordination and advertisement of June 3 council hearing re sewer deal. Conference call re sewer APA. Including 1/2 travel time.	7:30	135.00	1,012.50
<b>Principal</b>	Conference call re upcoming protest rally permit application.	1:15	135.00	168.75
<b>Project Manager</b>	Remote council meeting information and conference call scheduling; research re Blue Jeans app functionality.	1:30	115.00	172.50
<b>Services</b>	Discount for billable amount in excess of \$8,000 per month contract limit.			-1,251.25

Invoice for interim city management services rendered May 2020.

TOTAL DUE \$8,000.00

0140114.000.00 6/4/20  THANK YOU.



U/25

Strategic Solutions LLC  
524 Sandrae Drive  
Pittsburgh, PA 15243



Invoice 624

**BILL TO**

City of Johnstown  
401 Main Street  
Johnstown, PA 15901

DATE  
05/09/2020

PLEASE PAY  
\$11,631.25

DUE DATE  
06/08/2020

**DESCRIPTION**

**AMOUNT**

Amount unbilled for May 2020 services in excess of \$8,000.	1,251.25
Amount unbilled for April 2020 services in excess of \$8,000.	5,398.75
Amount unbilled for March 2020 services in excess of \$8,000.	3,002.50
Amount unbilled for February 2020 services in excess of \$8,000.	268.75
Amount unbilled for January 2020 services in excess of \$8,000.	1,710.00
Invoice for January through May 2020 unbilled services in excess of \$8,000 per month contract limit.	

TOTAL DUE

\$11,631.25

THANK YOU.

01-401-14-000-00

6-12-20

01120702



Strategic Solutions LLC  
 524 Sandrae Drive  
 Pittsburgh, PA 15243  
 412.857.2151  
 John@Strategic-  
 SolutionsLLC.com



Invoice 617

*Paid May 21* *66* *59070204*

**BILL TO**

City of Johnstown  
 401 Main Street  
 Johnstown, PA 15901

DATE  
 05/02/2020

PLEASE PAY  
 \$8,000.00

DUE DATE  
 06/01/2020

		HRS	RATE	AMOUNT
Principal	April 1 Office Time: Conf call with sewer team re sewer ordinances. Pandemic preparations. Sewer negotiations. Garbage collection issue. April 1 council meetings prep. Emails with Council. Conference call re sewer APA. April 1 special Council meeting and workshop re sewer ordinances. Directors meeting agenda. Plus 1/2 travel time.	14:30	135.00	1,957.50
Principal	Conference call with labor counsel re worker's compensation issue.	0:30	135.00	67.50
Principal	April 6 Office Time: Directors meeting. Swearing in of new police officers. Call re sewer negotiations. Online Council meeting logistics. Pandemic revenue loss projections. Conference call re cable franchise agreement. Conference call re sewer APA. Plus 1/2 travel time.	7:45	135.00	1,046.25
Principal	April 8 Office Time: April 8 exec session prep and logistics. Conf call re cable franchise agreement. Personnel issues with Directors. Pandemic staffing/financials review with Deb G. Call with mayor and Steve G re sewer negotiations. Conf call re sewer APA. Conf call with labor counsel re personnel issues. April 8 closed informational session of Council. Plus 1/2 travel time.	12:00	135.00	1,620.00
Principal	Letter to the editor response.	2:00	135.00	270.00
Principal	April 13 Office Time: Directors meeting. Updates to Council. April 15 Council meeting prep. Call with sewer team Sewer sale contract language and communications plan. Meeting with fire chief re personnel issue. Sewer projects notices to proceed. Plus 1/2 travel time.	9:15	135.00	1,248.75
Principal	April 15 Office Time: Call with solicitor and Mayor re April 15 council meetings prep. Call with Mike P re several labor issues and contract negotiations prep. Call with Steve G re sewer deal and public rollout. April 15 Council meeting, exec session and workshop re sewer deal. Communications capacity/hiring issue. Conference call re sewer APA. Plus 1/2 travel time.	13:15	135.00	1,788.75
Principal	April 16 Council closed informational session (call) regarding sewer deal. Meeting notes and call with Steve G re sewer lines housing authority issue and public rollout.	1:45	135.00	236.25

		HRS	RATE	AMOUNT
Principal	April 20 Office Time: Directors meeting. Employee complaint investigation meeting. Call with labor counsel re employee investigations and outstanding matters. Updates to Council. May Council meeting agenda prep. Plus 1/2 travel time.	9:00	135.00	1,215.00
Principal	April 22 Office Time: Followup directives on mask use. Updated COVID guidance document to staff. Call with Bob Eyer re Clara Barton house back taxes. Call with solicitor re April 22 Council workshop. Council updates. Sewer contractor construction waivers. Plus 1/2 travel time.	8:30	135.00	1,147.50
Principal	April 27 Office Time: Sewer call re housing authority. Directors meeting. Prep for Council work sessions. April 27 work sessions re finances, pandemic, KOZ and sewer. Employee investigations. Letter to auditor general re pension audit. Call with Deb G re KOZ and financial projections. Plus 1/2 travel time.	13:00	135.00	1,755.00
Principal	April 29 Office Time: Employee investigation. Cal with EASs re pennvest sewer loan. Call with Deb Grass re UDAG funds audit. Council meeting agenda prep. Prep for Council info session on sewer deal. Updated pandemic guidance document to all staff and call with labor counsel re same. Call with Steve G re the sewer deal and construction projects. Plus 1/2 travel time.	7:45	135.00	1,046.25
Services	Reduction for amount in excess of \$8,000 per month contract limit.	1	-	-5,398.75
			5,398.75	

Invoice for interim city manager services rendered April 2020.

TOTAL DUE

\$8,000.00

THANK YOU.

Strategic Solutions LLC  
 524 Sandrae Drive  
 Pittsburgh, PA 15243  
 412.857.2151  
 John@Strategic-  
 SolutionsLLC.com



Invoice 615

**BILL TO**

Robert Ritter  
 City of Johnstown  
 401 Main Street  
 Johnstown, PA 15901

DATE  
 04/03/2020

PLEASE PAY  
 \$0.00

DUE DATE  
 05/03/2020

		HRS	RATE	AMOUNT
Principal	March 2 Office Time: Directors meeting. March 4 and March 11 Council meetings prep. Conference call with solicitor regarding upcoming agenda items. Meeting with EADS regarding sewer projects. Updates to counsel regarding upcoming meetings. Including 1/2 travel time.	8:00	135.00	1,080.00
Principal	March 4 Office Time: Call with sewer engineers. Personnel investigation. Call with attorneys re sewer A.A. Council workshop meeting. Regular council meeting prep. Calls re sewer deal and golf course agreement. Council workshop. Including 1/2 travel time.	11:00	135.00	1,485.00
Principal	March 9 Office Time: Directors meeting. Meeting with Crown re conference center lease agreement. Delinquent tax collection loan issue. Including 1/2 travel time.	6:30	135.00	877.50
Principal	March 11 Office Time: Sewer call re schedule and ordinances. Meeting re virus prep. Meetings with labor counsel. Council exec session. Council regular meeting.	9:30	135.00	1,282.50
Principal	Virus preparations and coordination.	2:00	135.00	270.00
Principal	March 16 Office Time: Virus prep and communications. Directors meeting. Meeting re air quality at PSB.	7:30	135.00	1,012.50
Principal	March 18 Office Time: Call with Kathy C re revised golf course lease agreement. Virus coordination. Call with Melissa Komar re JRA providing economic development services. Phone and IT installation issues.	7:30	135.00	1,012.50
Principal	Pandemic supplies coordination and staffing call w Chief Johnson.	1:00	135.00	135.00
Principal	State of Emergency declaration. Summary of pandemic actions for Mayor. Emergency declaration and staffing policies. State of emergency declaration calls with solicitor and Kathy C.	4:00	135.00	540.00
Principal	March 23 Office Time: Directors meeting. Pandemic prep. Garbage collection issue. Sewer call. Review if sewer ordinances. April 15 Council meeting prep. Conference center updated lease agreement. Call with Mike Palombo re staffing during pandemic and union issues. Sewer call. Including 1/2 travel time.	8:00	135.00	1,080.00

		HRS	RATE	AMOUNT
Principal	Pandemic communications with directors. Call with water authority re sewer deal.	1:00	135.00	135.00
Principal	Call with Mike P re labor/hr issues and pandemic preparation. Pandemic preparation staffing outline.	1:30	135.00	202.50
Principal	Conf call with directors re pandemic funding. Conf call with union re parking staff issue.	1:15	135.00	168.75
Principal	Coordination of sanitizing of city hall and PSB. Garbage collection issue. Pandemic staffing plan update.	2:00	135.00	270.00
Principal	Conference call with Pro Disposal re garbage pickup. Review of garbage contract. Building sanitizing coordination.	1:00	135.00	135.00
Principal	Conference call with Act 47 team re home rule charter and admin code review committee.	0:30	135.00	67.50
Principal	April 1 Council workshop prep.	0:30	135.00	67.50
Principal	March 30 Office Time (from home): Conference call with DCED re pandemic. Call with Steve G and Mayor re sewer negotiations. Email setup on home computer. Sewer deal negotiations. Directors meeting. City hall and PSB sanitizing coordination. April 1 council special meeting and workshop prep. Captain Miller phone conference. Call with Michael Foreman re Act 47 process.	5:15	135.00	708.75
Principal	Call with Steve G re sewer deal. Workshop meeting prep. Police chief contract renewal. Pandemic staffing plan.	2:00	135.00	270.00
Principal	Prep for April 1 Special meeting and workshop.	1:30	135.00	202.50
Services	Discount of amount in excess of \$8,000/month contract limit.			-3,002.50
Invoice for Interim City Manager services rendered March 2020.			PAYMENT	8,000.00

During this challenging time for normal business operations, if it is easier for you to process payments electronically, it is now possible do so. Invoices will be sent both via email and hard copy until further notice to allow for payments via check or EFT.

TOTAL DUE

\$0.00

THANK YOU

Strategic Solutions LLC  
 524 Sandrae Drive  
 Pittsburgh, PA 15243  
 412.857.2151  
 John@Strategic-  
 SolutionsLLC.com



Invoice 601

**BILL TO**

City of Johnstown  
 401 Main Street  
 Johnstown, PA 15901

DATE  
 03/03/2020

PLEASE PAY  
 \$0.00

DUE DATE  
 04/02/2020

		HRS	RATE	AMOUNT
Principal	Feb 3 Office Time: Directors meeting. Meeting with HUD consultant re 5 year plan. Conf call with solicitor re legal issues and meeting agenda. Budget review meeting. Meeting with councilman re upcoming meeting. Feb 5 council workshop prep. Including 1/2 travel time.	8:45	135.00	1,181.25
Principal	Feb 5 Office Time; Call with Steve G re sewer deal and budget. Meeting re parking enforcement. Council workshop meeting prep. Meeting with union re parking provisions. Including 1/2 travel time.	10:30	135.00	1,417.50
Principal	Feb 10 Office Time: Directors meeting. Conference call re sewer deal. Call with council person re sewer lateral slip lining. Coordination call with labor counsel. Including 1/2 travel time.	8:00	135.00	1,080.00
Principal	Feb 12 Office Time: Council workshop. Council regular meeting. Call with Steve re sewer deal. Conference call with McNees and Gibson re slip lining. Meeting with act 47 coordinator re capital plan and golf course lease. Meeting re delinquent tax advance loan. Including 1/2 travel time.	8:00	135.00	1,080.00
Principal	Feb 17 Office Time: Directors meeting. Meetings with labor counsel and staff. Call with McNees to review sewer agreement. Including 1/2 travel time.	8:30	135.00	1,147.50
Principal	Feb 19 Office Time: City council updates. Call with Steve G re sewer negotiations. Public safety building issues. March 4 Council Workshop meeting prep. JRA MOU for grant contract. Info to labor counsel re personnel issues. Directors meeting agenda. Call with Blight Study consultant. Manager office cleaning. Including 1/2 travel time.	8:30	135.00	1,147.50

		HRS	RATE	AMOUNT
<b>Principal</b>	Feb 28 Office Time: Sewer deal conference call. Meeting with Pro Disposal re waste hauling contract payments. Meetings with towing companies. Preparation for March 4 Council workshop. Pension audit issues. Including 1/2 travel time.	9:00	135.00	1,215.00
				Subtotal: 8,268.75
<b>Services</b>	Deduction for services rendered in an amount exceeding \$8,000 per month contract limit.	-268.75	1.00	-268.75
Invoice for interim city manager services rendered February 2020.	PAYMENT			8,000.00
	TOTAL DUE			\$0.00

THANK YOU.



Strategic Solutions LLC  
 524 Sandrae Drive  
 Pittsburgh, PA 15243  
 412.857.2151  
 John@Strategic-  
 SolutionsLLC.com



Invoice 590

**BILL TO**

City of Johnstown  
 401 Main Street  
 Johnstown, PA 15901

DATE  
 02/01/2020

PLEASE PAY  
 \$0.00

DUE DATE  
 03/02/2020

		HRS	RATE	AMOUNT
Principal	Jan 2 Office Time: Council meeting agenda schedule. Insurance procurement issue. PSB labor and industry inspection. Document requests. Department priorities. Labor counsel. 1/2 drive time.	8:00	135.00	1,080.00
Principal	Jan 6 Office Time: Council meeting. Cable franchise agreement. Meeting with Deb grass re exit plan community development strategies. Meeting re exit plan update. Directors meeting. Fire company lunch. 1/2 travel.	11:00	135.00	1,485.00
Principal	Jan 8 office time: Lunch with PD. Meeting re sewer projects. Meeting with auditor. Meeting with Deb grass and John D re CD initiatives. Meeting with solicitor re legal issues. Kickoff conference call with sewer transaction counsel. 1/2 travel time.	8:30	135.00	1,147.50
Principal	Jan 13 Office Time: Directors meeting. Bond refi loan doc signatures. Capital improvements short term plan. Deb 5 meeting prep. 1/2 travel time.	8:00	135.00	1,080.00
Principal	Jan 15 office time: Towing application review and email to Chief re same. Meeting with fire chief re equipment and budget. Meeting with police chief re personnel. Gibson Thomas contract review and call. Meeting with CD Director re updates and admin assistant hiring. Review of outstanding code violations. Directors meeting agenda. City hall floor grant application. 1/2 travel time.	8:00	135.00	1,080.00
Principal	Jan 24 office time: Meeting with Gibson Thomas the sewer engineering contract. Personnel issues. Conference call re sewer pressure testing ordinance and sewer deal. Meeting with auditor. Call with state ethics commission. Council meeting agenda prep. 1/2 travel time.	9:00	135.00	1,215.00

		HRS	RATE	AMOUNT
Principal	Jan 27 office time: Directors meeting. Meeting with discover downtown re Christmas Invoice. Meeting with EADS re sewer projects update. Call with solicitor re legal issues. 1/2 travel time.	8:30	135.00	1,147.50
Principal	Jan 28 office time: Fire union meeting. Conf call re sewer PennVest applications. Garbage collection issues. Call w Steve G re sewer deal. Directors meeting agenda. Updates to Council. Access road Grant contract with JRA. 1/2 travel time.	8:30	135.00	1,147.50
Principal	Conf call re sewer deal draft purchase agreement.	2:00	135.00	270.00
Project Manager	Community Development Assistant interview book.	0:30	115.00	57.50
				Subtotal: 9,710.00
Services	Deduction of billable amount in excess of maximum monthly fee of \$8,000.			-1,710.00
Invoice for interim manager services rendered January 2020.			PAYMENT	8,000.00
			TOTAL DUE	\$0.00

THANK YOU.

Strategic Solutions LLC  
 524 Sandrae Drive  
 Pittsburgh, PA 15243  
 412.443.3317



Invoice 581

1123

**BILL TO**

Robert Ritter  
 City of Johnstown  
 401 Main Street  
 Johnstown, PA 15901

DATE  
 12/31/2019

PLEASE PAY  
 \$8,042.44

DUE DATE  
 01/30/2020

**PROJECT**

Interim City Management

DESCRIPTION	QTY	RATE	AMOUNT
December 2: Directors meeting. Council meet and greet. Meeting w Deb Grass re 47 exit plan.	8:00	135.00	1,080.00
December 4: Call with solicitor. Agenda preparation. For council meeting. Review of documents for sewer sale. Set up of technology and files.	8:30	135.00	1,147.50
12-9 department head meeting (conference call).	1:00	135.00	135.00
December 12: Meeting with CD director re department priorities. Council meeting prep. Newspaper interview. Conf call re sewer transaction counsel selection.	8:00	135.00	1,080.00
December 11 conf. call with solicitor re legal issues.	1:00	135.00	135.00
December 11: Sewer transaction counsel proposal reviews and conference calls. Council meeting prep. Attend 12/11 Council meeting. Meeting with Police Chief re public safety building.	8:00	135.00	1,080.00
December 19: Sewer transaction council proposals review an conference call. Holiday lunch-admin. Cable franchise agreement. Server replacement proposals review. Health insurance options review.	8:00	135.00	1,080.00
Decemeber 20: Meeting with Melissa Komar re JRA and sewer. Meeting re new phone system. Meeting re HVAC in city buildings. Meeting with Hope for Johnstown.	7:45	135.00	1,046.25
December 30: Meeting with mayor. Directors meeting. Public works lunch. Council meeting prep. Sewer deal special counsel selection.	8:00	135.00	1,080.00
Office Depot Officemax - whiteboard			178.69

Invoice for interim City Manager services rendered December 2019. HAPPY NEW YEAR!!

TOTAL DUE

\$8,042.44

THANK YOU.

01.401.14.000.00 91120702  
 1-17-20