

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10408

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 have been 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, additional duties pertinent to special projects including but not limited to recruitment for significant positions within the city and year-end reporting; 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; and

WHEREAS, the City Council appreciates and desires to compensate Mr. Trant for the 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 available funds within its current budget for this purpose, the use of which will not result in detrimental impact to the appropriated amounts due to the anticipated timing and transitions to occur in the calendar year relevant to the eventual conclusion of Mr. Trant's services; and

WHEREAS, the amount of said payment to be made, to date, can otherwise 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

WHEREAS, it is the parties' intent to agree to and to hereby authorize the Mayor, Finance Director, and/or their designees to issue payment of additional amount of \$ \$5,727 for additional services provided through March 10, 2021, as reflected in invoice(s) submitted by Mr. Trant;

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 \$5,727 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.


ADOPTED:

March 10, 2021

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. **10408** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10409

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE A LEASE AND LICENSING AGREEMENT WITH JOHNSTOWN FAMILY ENTERTAINMENT, LLC. FOR THE PURPOSE OF PROVIDING CONCESSIONS AT SARGENT'S STADIUM AND ROXBURY PARK.

WHEREAS, the City of Johnstown owns both Sargent's Stadium at the Point and Roxbury Park, both of which are recreational facilities attract thousands of people annually; and

WHEREAS, the provision of food and beverage at these establishments is essential for the continued operation and growth of these facilities; and

WHEREAS, the City of Johnstown released a Request for Proposals (RFP) on February 11, 2021 seeking proposals to provide concession services at both Sargent's Stadium and Roxbury Park for the periods of March 11 through April 30 2021, August 16 through December 2021, January 1 to April 30 2022, and August 16 through December 31, 2022; and

WHEREAS, the only proposal received by the March 1, 2021 due date for proposals was from Johnstown Family Entertainment, LLC, for services to be provided during the terms identified above; and

WHEREAS, Johnstown Family Entertainment, LLC has demonstrated that it possessed the experience necessary to successfully provide concessions; and

WHEREAS, the proposed agreement between the parties provides for Johnstown Family Entertainment, LLC to pay the City of Johnstown, during the terms outlined above, a fee equal to fifteen percent (15%) of gross food and beverage sales at all events at both venues, less sales tax and ten percent (10%) of ticket revenues for all collegiate baseball games at Sargent's Stadium, with supporting documentation included with each monthly payment submitted to the City, as further detailed in the attached lease and licensing agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania that the Interim City Manager is authorized and directed to execute and take any/all actions necessary to effectuate the attached lease and licensing agreement with Johnstown Family Entertainment, LLC.


ADOPTED:

March 10, 2021

By the following vote:

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. **10409** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

LEASE and LICENSING AGREEMENT for CONCESSION OPERATIONS

at SARGENT'S STADIUM & ROXBURY PARK

THIS LEASE and LICENSING AGREEMENT dated the ____ day of March 2021, by and between THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, a municipal corporation under the laws of the Commonwealth of PA, with its principal place of business located at 401 Main Street, Johnstown, Pennsylvania, 15901 (hereinafter "CITY")

AND

JOHNSTOWN FAMILY ENTERTAINMENT, P.O. BOX 522, JOHNSTOWN, PA 15907 (hereinafter "CONTRACTOR")

PREAMBLE

WHEREAS, the City of Johnstown owns the Sargent's Stadium and the concession stands within the Stadium, and;

WHEREAS, the City of Johnstown owns Roxbury Park and the concession stand within the Park, and;

WHEREAS, the CONTRACTOR wishes to use the concession stands to sell food and beverage products to the general public, and;

WHEREAS, the City wishes to lease the concession stands to the Contractor pursuant to the terms and conditions of this lease.

NOW THEREFORE, with the intent to be legally bound, the City and Contractor hereto agree as follows:

1. PREMISES AND TERM

- a. The City hereby grants Contractor the exclusive license to sell food and beverages as follows:

Sargent's Stadium

FY 2021: March 11 – April 30 and August 16 – December 31

FY 2022: January 1 – April 30 and August 16 – December 31

Roxbury Park

FY 2021: March 11 – December 31

FY 2022: January 1 – December 31

- b. Contractor shall have the exclusive use of the concession stands for the above term. During this term, approval of any outside vendor may be authorized upon mutual agreement of the parties.

- c. Upon expiration of the initial term hereof, the parties may mutually agree to extend the term for one, one-year period. If the City agrees to extend the initial term with the Contractor, it shall be pursuant to the same conditions and terms contained herein.
- d. Nothing contained herein shall prohibit the City from seeking and awarding requests for proposals for the concession operations at the expiration of the initial terms.

2. PROVISION OF SUPPLIES AND EQUIPMENT

- a. All equipment, personnel, supplies, and preparation incidental to the establishment, maintenance, and operation of the concession stands are the responsibilities of the Contractor.

3. HEALTH REQUIREMENTS

- a. The Contractor will be required to obey all health and sanitary laws, regulations, and policies of the City of Johnstown, Commonwealth of Pennsylvania, and other relevant regulations formally adopted by the appropriate level of government.
- b. A SafeServ certified employee will be placed at said location, at the discretion and supervision of the Contractor.
- c. All Johnstown Family Entertainment Managers are required to have satisfactory Child Abuse Clearances pursuant to Pennsylvania Law.

4. INSURANCE

- a. The Contractor shall provide the City with a certificate of insurance indicating liability coverage in the amount of \$500,000 for bodily injury and property damages that may result or arise from their activity in the concession stand.

5. INDEMNIFICATION

- a. In consideration for the granting of permission by the City of Johnstown, Pennsylvania, to the Contractor for the lease of the above mentioned facility the Contractor agrees to indemnify and hold harmless the City of Johnstown, its agents, officers, and employees from and against all claims for injury or damages to persons or property arising out of or caused by the use of the concession stand.

6. COMPENSATION FOR THE CITY

- a. The Contractor shall pay the City of Johnstown a rental fee equal to fifteen percent (15%) of gross food and beverage sales less sales tax and ten percent (10%) of ticket revenues for all collegiate baseball games at Sargent's Stadium on the 15th day of the month following the end of every calendar quarter.
- b. Documentation to be provided by the Contractor with each payment.

7. TIME OF OPERATION

- a. Contractor will operate the concession stand at the Sargent's Stadium and Roxbury Park for all events scheduled through the City of Johnstown.
- b. The City will furnish the Contractor with a schedule of all events at Sargent's Stadium and Roxbury Park and changes thereto, as soon as they are known.
- c. The City shall give the Contractor as much advanced notice as possible for all scheduled events.
- d. At its sole discretion, the City will make spot inspections to insure that the concession stands are in operation during scheduled events.

8. GOODS TO BE SOLD

- a. At the start of each year, the Contractor shall submit a proposed menu of items and prices to be charged by the Contractor for the concession stands.
- b. The Contractor is required to be eligible to apply for a Pennsylvania Liquor License to sell beer at appropriate events as authorized by the Johnstown City Council.

9. STAFFING REQUIREMENTS

- a. The Contractor is required to adequately staff the concession stand at all relevant times.

10. DEFAULT AND CANCELLATION

- a. The Contractor is required to comply with all stated requirements of this lease. If the Contractor violates this lease, and after thirty (30) days written notice by the City, has not corrected the violation, the City shall have the right to terminate the lease.

11. MISCELLANEOUS

- a. The Contractor shall comply with all applicable laws, ordinances and regulations. The Contractor shall obtain all required permits. Upon the discovery of any violation of the law or local ordinance and regulation, and the City retains the right to immediately void this Lease and License Agreement and to prosecute the responsible party to the fullest extent available.
- b. The Contractor shall keep the concession stands and surrounding areas clean and free of litter and debris, as well as, discarded food and drink.
- c. The Contractor shall be responsible at its sole cost for any damages to the facilities that are a result of their activities, outside of normal wear and tear.
- d. Utilities shall be the responsibility of the City of Johnstown.
- e. At the end of each season, the Contractor shall empty, clean, and unplug all appliances kept in the facilities. The Contractor will also make arrangements with its beverage vendor to have the fountain machines flushed and winterized. The City shall give the Contractor adequate time at the end of each season to fulfill this requirement.
- f. The City shall provide the Contractor with appropriate keys for access to Sargent's Stadium and its concession stands and the Roxbury Park concession stand. The City will ensure that only the appropriate; authorized person(s) have keys and access to concession stand and that no one shall enter the concession

stand without direct supervision by an authorized individual.

12. MODIFICATION

- a. This contract may be modified by mutual consent. All such changes or modifications shall be in writing as addendums to this lease.

13. NOTICES

- a. Notice here under shall be given only by certified letter and shall be deemed given when the notice is mailed to the party to which it is addressed. Any notices shall be addressed as follows:

To City:

City Manager
City Hall
401 Main Street
Johnstown, PA 15901

To Contractor:

Johnstown Family Entertainment
P.O. Box 522
Johnstown, PA 15907

IN WITNESS THEREOF, with the intent to be legally bound, the parties hereto have set their hands and seals this day and year first written above.

William R. Davidson
Johnstown Family Entertainment


City of Johnstown

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10410

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA APPROVING AN APPOINTMENT TO THE LOAN REVIEW COMMITTEE AS RECOMMENDED BY THE INTERIM CITY MANAGER.

WHEREAS, the term of Loan Review Committee member Kimberly Riek expired November 26, 2020; and

WHEREAS, Ms. Riek does not wish to be reappointed to the committee; and

WHEREAS, the Interim City Manager has selected and recommends that Katie Kinka be appointed to serve on the Loan Review Committee for a two (2) year term, commencing March 10, 2021 and ending March 9, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, hereby confirms and approves the recommended Loan Review Committee applicant, Katie Kinka, as submitted by the Interim City Manager to City Council on March 10, 2021, for a term commencing March 10, 2021 and ending March 9, 2023.

ADOPTED: March 10, 2021

By the following vote:

Yeas: Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock.(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. **10410** as the same adopted by the City Council of the City of Johnstown, PA.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10411

A RESOLUTION, OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA APPROVING AMENDMENT TO THE FY 2019 CDBG PROGRAM TO REFLECT ALLOCATION OF CDBG-CV ROUND 3 CARES ACT FUNDS FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Johnstown, Pennsylvania is a recipient of grant funds under the Community Development Block Grant (CDBG), Community Development Block Grant - Coronavirus (CDBG-CV), and HOME Investment Partnership (HOME) Programs administered by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City of Johnstown had previously approved budgets and an Annual Action Plan for the FY 2019 CDBG Program; and

WHEREAS, through the March 27, 2020 passage of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136, the City of Johnstown will receive an allocation of CDBG-CV Round #3 funds in the amount of \$149,428; and

WHEREAS, the City of Johnstown has to amend its FY 2019 Annual Action Plan to be able to include the CDBG-CV Round #3 funds in its FY 2019 Annual Action Plan; and

WHEREAS, HUD permits grant recipients to revise and amend their previous budget and Annual Action Plan; and

WHEREAS, in accordance with the Federal Regulations governing the CDBG Program, certain changes and revisions to the Annual Action Plan may be considered a substantial amendment as outlined in the City of Johnstown's Citizen Participation Plan; and

WHEREAS, it has been determined that the proposed changes and revisions to the FY 2019 CDBG Program are a substantial amendment in accordance with the City's Citizen Participation Plan has been followed; and

WHEREAS, a draft of the FY 2019 Annual Action Plan Substantial Amendment was on public display from March 1, 2021 through March 9, 2021 and the City held a virtual public hearing on March 9, 2021 concerning said amendment, and the comments of various agencies, groups, and citizens were taken into consideration in the preparation of the final document.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, Cambria County, Pennsylvania, and it is hereby resolved by the authority of the same, as follows:

SECTION 1. The amendment to the FY 2019 Annual Action Plan is hereby approved, including the following:

- **CDBG-CV-20-02 Small Business Relief Program** - increase this project/activity budget by \$149,428 for a new project/activity budget of \$884,069.

SECTION 2. The Mayor is hereby authorized to sign and submit the amended FY 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development.

ADOPTED:

March 10, 2021

By the following vote:

Yeas: Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock,
Mr. Vitovich. (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.10411 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10412

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO ACCEPT THE PROPOSAL OF AND EFFECTUATE AN AGREEMENT WITH LAUREL ASPHALT FOR THE PURPOSE OF RESURFACING THE HOCKEY RINK LOCATED IN ROXBURY PARK

WHEREAS, the City provides an outdoor hockey rink at Roxbury Park for use by park visitors;
and

WHEREAS, the hockey rink is in need of repair due to severe cracks in the pavement surface;
and

WHEREAS, the City of Johnstown released a Request for Proposals (RFP) on February 11, 2021 to accept proposals for a contractor to resurface the hockey rink; and

WHEREAS, the only proposal received by the March 1, 2021 due date for proposals was from Laurel Asphalt; and

WHEREAS, Laurel Asphalt has demonstrated the experience needed to successfully complete the requested work; and

WHEREAS, the City wishes to pursue all three proposed options within the proposal (Options #1, 2, &3) as proposed by Laurel Asphalt and reflected in the attached agreement, for a total contract amount of \$50,340, to be paid out of line item account no. 01.130.34.000.00, in accordance with the terms and conditions further detailed in the attached agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager is authorized and directed to execute and take any/all actions necessary to accept the proposal of and effectuate the attached agreement with Laurel Asphalt for Options 1, 2, & 3, as proposed therein


ADOPTED:

March 10, 2021

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 the forgoing is true and correct copy of Resolution No. **10412** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

Laurel Asphalt

212 Pomroys Drive, Windber, PA 15963
P.O. Box 5233, Johnstown, PA 15904
(814) 467-9131 Telephone
(814) 467-6460 Facsimile
www.laurelasphalt.com

PA HIC Reg. # 023732

March 1, 2021

Mr. John Dubnansky
City of Johnstown
401 Main Street
Johnstown, PA 15901

Subject: Roxbury Hockey Rink Resurfacing

Dear Mr. Dubnansky:

Laurel Asphalt is pleased to submit the following revised proposal. We are a PennDOT approved contractor and can bonded this job. We have completed many recreational surfaces.

Laurel Asphalt proposes to remove the necessary existing backboards and posts, complete the proposed work in the RFP for resurfacing inside of the court including the placement of a scratch coat to provide added slope and place the backboards and posts back in position. The proposed work includes:

Option 1 – Removal of Backboards and Posts

1. Remove approximately 130 linear feet of the backboards.

Cost for Option 1 - \$1,690.00

Option 2 – Hockey Rink Resurfacing (Inside Court Area Only)

1. Clean the existing surfaces. Seal the existing cracks.
2. Place tack coat on the existing asphalt to help the new asphalt stick better.
3. Fill in the deeper depressed areas with asphalt and compact.
4. Place and compact an asphalt scratch coat from a depth of 0 to 1 ½ inches thick to assist with the slope.
5. Place and compact 2 inches of PennDOT 9.5mm asphalt top, covering approximately 1,710 square yards, the inside of the rink.

Option 2 for Asphalt Overlay- \$46,570.00



Option 3 – Place Backboards and Posts Back in Place

1. Place 130 linear feet of the backboards and posts back in place.

Option 3 - \$2,080.00

COSTS FOR OPTIONS 1, 2, and 3 Is \$ 50,340.00

Work Experience

Completed 4 Tennis Courts at Mt Aloysius College 2016

Completed 2 Basketball Courts at Westmont Engh Playground 2017

Completed a Basketball Court at Mill Run Campground 2019

The work can be completed 1-2 weeks if accepted mid to late May or sooner pending weather.

Experience: The Owner of Laurel Asphalt has a BSCE in Civil Engineering from the University of Maryland and has completed many projects of this nature including 3 tennis courts in 2012 and 3 more tennis courts in 2013 at Indiana University of PA.

Notes: All work is to be completed in a workmanlike manner according to standard practices as weather permits. Laurel Asphalt is a PennDOT approved contractor and is fully insured and bonded. This proposal is only good if accepted within the next 15 days. Laurel Asphalt is not responsible for any permits or permit fees. This bid is based one mobilization.

Terms: The balance is due Net 20 days upon the completion of the work. A 2.0% per month service is charge on past due accounts.

To schedule the work, please call Laurel Asphalt office at 814-467-9131. Should you have any questions about the proposal or the specified work, please contact me at your earliest convenience at the same number. Laurel Asphalt looks forward to working for you.

Sincerely,

John Rugg

John Rugg

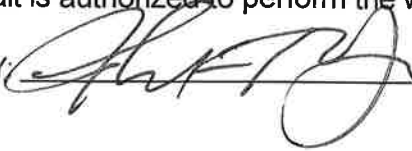
LAUREL ASPHALT, L.L.C.



.....
ACCEPTANCE OF PROPOSAL - After contacting Laurel Asphalt's office to schedule the work, please sign below and forward a copy of this proposal to our office.

The March 1, 2021 proposal to City of Johnstown, including the price, conditions, and specifications from Laurel Asphalt, are satisfactory, agreed upon, and are hereby accepted. Laurel Asphalt is authorized to perform the work as specified.

ACCEPTED BY:



DATE:

3-15-21



CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10413

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE AN AGREEMENT WITH HOPE FOR JOHNSTOWN, INC. FOR THE PURPOSE OF CONTINUED IMPLEMENTATION OF THE CURE VIOLENCE PROGRAM WITHIN THE CITY OF JOHNSTOWN

WHEREAS, the City desires to make and maintain a safe community for the sake of the health and welfare of its residents; and

WHEREAS, Hope for Johnstown, Inc. has previously conducted a program designed to reduce violence within the City called Cure Violence; and

WHEREAS, the City has received additional grant funding from the Pennsylvania Commission on Crime and Delinquency (“the Commission”) for purposes of continuing to fund the Cure Violence program as administered by Hope for Johnstown, Inc., and which requires an agreement to be entered by the parties, which is attached hereto; and

WHEREAS, the Agreement extends from March 11, 2021 to September 30, 2021, imposes no cost to the City and provides only for reimbursement of actual costs incurred by the program by the City, upon the City’s receipt of reimbursement from the Commission;

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager is authorized and directed to sign and take any/all actions necessary to effectuate the attached agreement with Hope for Johnstown, LLC.

ADOPTED:

March 10, 2021

By the following vote:

Yeas: 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 the forgoing is true and correct copy of Resolution No. **10413** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

Cure for Violence Year Two Implementation. Agreement

This Cure for Violence Year Two Implementation Agreement (this "Agreement"), is made this 10th day of March, 2021, to be effective as of March 11, 2021 (the "Effective Date"), by and between **Hope for Johnstown, Inc.**, a 501c3 non-profit organization located in Johnstown, Pennsylvania ("Contractor"), and the City of Johnstown, a municipal corporation, with offices at 401 Main Street, Johnstown, Pennsylvania 15901 (the "City"), and together with the Contractor the "Parties", and each, a "Party".

WHEREAS, the Contractor has been awarded the vendor contract for the Cure Violence Program -Year Two (collectively, the "Program"); and

WHEREAS, the Contractor and the City desire to reduce their understanding to writing.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Services. Contractor shall provide the following positions to conduct the Cure Violence Program: one (1) Program Manager, one (1) Outreach Caseworker and two (2) Violence Interrupters as required by the Cure for Violence Program. The Contractor will also provide mobile phones for all program positions and will provide identifying clothing for the Violence Interrupters.

1.1. No Employment Relationship between the Parties. The parties understand and agree that Contractor and any/all staff supplied by Contractor to perform the services referenced in this agreement are serving in the capacity of an independent contractor and have no employment relationship with the City of Johnstown. Contractor is solely responsible for maintaining any/all applicable insurance. Contractor, and/or any/all of its agents and/or employees are not entitled to any City employment benefits and hereby waives any right to any benefit arising as the result of an employment relationship with the City.

2. Location and Equipment. Contractor shall provide office space for the Program Manager and Outreach Caseworker at a location within the City of Johnstown. In addition, both the Program Manager and Outreach Caseworker will have access to a computer, printer, and office phone.

3. Contractor's Covenants. In addition to other obligations of Contractor set forth elsewhere in this Agreement:

3.1 Contractor's Obligations. Contractor shall:

(a) appoint:

(i) a Contractor employee or Board President to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Contractor in connection with matters pertaining to this Agreement (the "Contractor Manager"); and

(ii) personnel, who shall be suitably skilled, experienced and qualified

to perform and interact with the City (the "Contractor Personnel").

(b) maintain the same Contractor Manager throughout the Term (as defined in Section 6) of this Agreement except for changes in such personnel due to:

(i) the City's request pursuant to Section 3.1(c); or

(ii) the death, disability, resignation or termination of such personnel or other circumstances outside of Contractor's reasonable control.

(c) upon the reasonable written request of the City, promptly replace the Contractor Manager and any other Contractor Personnel;

(d) maintain complete and accurate records relating to the provision of the Cure for Violence program information including clients served, services provided, meetings held and any other relevant information that documents aspects of the program's implementation.

4. City Covenants. In addition to other obligations of the City set forth elsewhere in this Agreement:

4.1 City Contract Manager. The City shall appoint a City employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of the City in connection with matters pertaining to this Agreement (the "City Contract Manager").

5. Payment Terms.

5.1 Payments to Contractor for Services. The Contractor shall invoice the City for reimbursement of costs incurred in implementing the Cure for Violence program. This includes costs associated with contracted personnel and other expenditures, with written prior approval by the City. Payments to the Contractor will be made once reimbursements to the City for each invoice is made by the program funder, Pennsylvania Commission on Crime and Delinquency.

6. Term and Termination.

6.1 Initial Term. The term of this Agreement commences on the Effective Date and ends on September 30, 2021, unless and until earlier terminated as provided under this Agreement (the "Initial Term").

6.2 Renewal Terms. This agreement is not expected to be renewed.

6.3 Contractor's Right to Terminate. Contractor may terminate this Agreement upon written notice to the City:

(a) if the City fails to pay any amount when due under this Agreement, ("Payment Failure") and such failure continues for five (5) days after the City's receipt of written notice of nonpayment;

(b) if the City breaches any other provision of this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by the City within thirty (30) days after the City's receipt of written notice of such breach.

6.4 City's Right to Terminate. The City may terminate this Agreement upon written notice to Contractor:

(a) if Contractor materially breaches any material provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within thirty (30) days after Contractor's receipt of written notice of such breach; or

6.5 Effect of Termination: Survival.

(a) Expiration or termination of the Agreement will not affect any rights or obligations of the Parties that:

(i) come into effect upon or after expiration or termination of this Agreement; or

(ii) by their nature should apply beyond the Term of this Agreement.

(b) Any notice of termination under this Agreement automatically operates as a cancellation of any Services that are scheduled to take place subsequent to the effective date of termination.

(c) Subject to Section 6.5(a), the Party terminating this Agreement, or in the case of the expiration of this Agreement, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of either Party's rights, remedies or defenses under this Agreement, at law, in equity, or otherwise.

7. Governing Law. This Agreement and all related documents including all schedules attached hereto and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

8. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the Court of Common Pleas of Cambria County, Pennsylvania, and any appellate court from thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the Court of

Common Pleas of Cambria County, Pennsylvania. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

9. No Subcontracting. Contractor may not subcontract the performance of any of its duties or obligations under this Agreement to any person or entity.

10. Force Maieure. Contractor shall not be liable or responsible to the City, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the Contractor's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) laws and regulations; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances.

11. Counterparts. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement

12. Further Assurances. Each of the Parties hereto shall execute and deliver, at the reasonable request of the other Party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) or by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13).

If to Contractor:

Hope for Johnstown, Inc.
P.O. Box 1540
Johnstown, PA 15905

Email: agranec@yahoo.com
Attention: Alan Cashaw

If to the City:

City of Johnstown
401 Main Street
Johnstown, PA 15901
Email: jdubnansky@cojtwm.com
Attention: John Dubnansky

I4. Integration. This Agreement and all related exhibits and schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter.

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

WITNESS


CITY OF JOHNSTOWN WITNESS


CITY OF JOHNSTOWN MANAGER

ATTEST:

HOPE FOR JOHNSTOWN, INC.

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO EXECUTE AND TAKE ANY/ALL ACTIONS NECESSARY TO ACCEPT THE PROPOSAL OF AND EFFECTUATE AN AGREEMENT WITH SCHOLAR SIGNS, LLC. ("SCHOLAR") FOR THE PURPOSE OF PURCHASING AND INSTALLING A VIDEO SCOREBOARD AND CONTROL SYSTEM WITHIN SARGENT'S STADIUM, CONTINGENT UPON SOLICITOR REVIEW OF ANY/ALL AGREEMENTS TO BE ENTERED BETWEEN THE PARTIES.

WHEREAS, the City operates Sargent's Stadium as a public venue for recreational events; and

WHEREAS, the electronic football scoreboard is in need of replacement; and

WHEREAS, the City of Johnstown released a Request for Proposals (RFP) on February 11, 2021 to accept proposals for a contractor to purchase and install a video scoreboard and control system within Sargent's Stadium and received a total five proposals in response; and

WHEREAS, Scholar Signs submitted the least expensive proposal and has demonstrated the experience and qualification necessary to successfully complete the requested work; and

WHEREAS, the City desires to accept the proposal of Scholar Signs for the purchase and installation of a new video scoreboard, at a total price of \$69,870 to be paid out line-item account no. 18.457.37.381.00 and enter into an agreement with Scholar Signs, LLC for said purposes contingent upon solicitor review and approval;

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager is authorized and directed to execute and take any/all action necessary to accept the proposal of and effectuate an agreement with Scholar Signs, LLC for the purchase and installation of an electronic scoreboard at Sargent's Stadium, contingent upon solicitor review of any/all agreements to be entered between the parties.


ADOPTED:

March 10, 2021

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 the forgoing is true and correct copy of Resolution No. **10414** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

To whom it may concern:

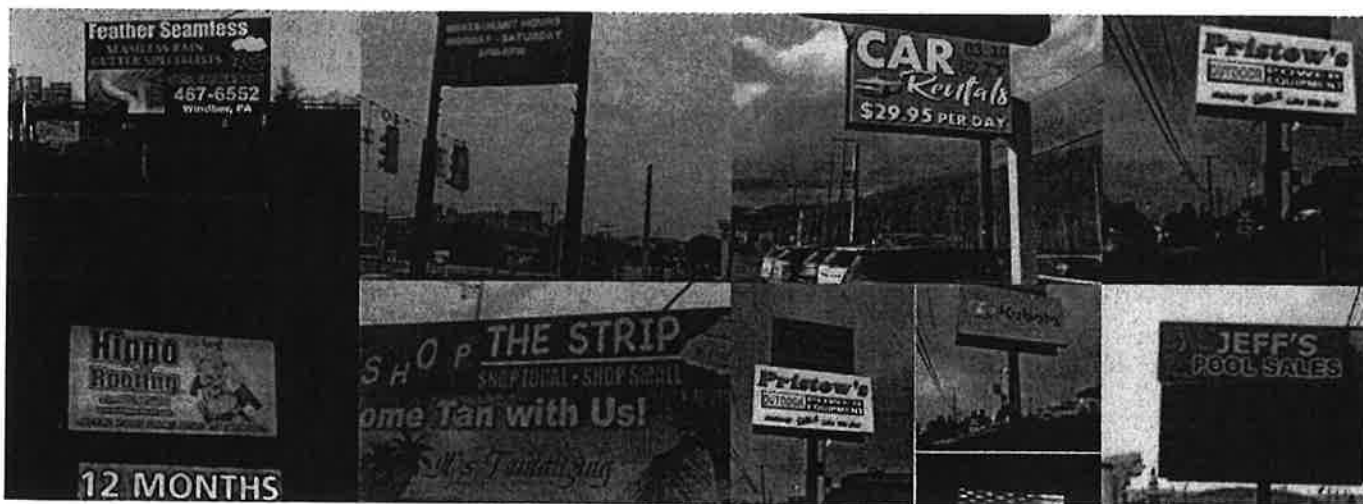
Scholar Signs, LLC. greatly appreciates the opportunity to work with the City of Johnstown on constructing a new scoreboard for in Sargent's Stadium. This project will be an amazing upgrade for the stadium and the community. We are quoting our 3.9mm LED display due to its high resolution and screen vibrance as well as the overall viewing distance for spectators in the stadium. We want to provide a clear image for spectators viewing the screen as well as give sponsors and advertisers an effective tool for displaying their content at a very high quality level.

The 3.9mm screens are FCC compliant and pass all water, dust and shock proof testing and have been proven to be a very reliable product with an average life span of 100,000 hours of running time.

As the owner of Scholar Signs, I have extensive experience in servicing all makes and model of LED displays and have supported numerous sign companies across the country in repairs and upgrades to different systems. I've visited manufactures nationwide as well as attended many trade shows and seminars to learn as much possible about all different models of LED screens in order to be at the highest level in tech support and on site support for clients nationwide and internationally.

Scholar Signs LED displays are all custom built with the top parts available to insure the highest quality display with low maintenance and longevity. We look forward to this opportunity and will be available via phone or email with any questions or concerns that you may have. In order to turn this project around by late April we would need to have a commitment by mid March. Thanks in advance for your time and consideration on this important stadium upgrade.

Bradey Imler
Scholar Signs, LLC.
1247 Solomon Run Road
Johnstown, PA 15904
(814)525-2165
sales@scholarpromotions.com
www.scholarsigns.com
facebook: scholar promotions



**SCHOLAR
SIGNS**
814-410-3810

Scholar Signs, LLC.
 1247 Solomon Run Road
 Johnstown, PA 15904 US
 sales@scholarpromotions.com
 www.scholarsigns.com



Estimate

ADDRESS

Sargent's Stadium (City of Johnstown)

SHIP TO

Sargent's Stadium Johnstown, PA

ESTIMATE # 1018

DATE 03/01/2021

EXPIRATION DATE 03/15/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/01/2021	Sales	Sargents Stadium Scoreboard/Video Board Project: Full Color High Resolution L3.9X/3.9mm Outdoor SMD LED Video Board/Scoreboard Combo. 896X1920 - Screen Resolution 11.5'X24.6' Scoreboard/Video Board Scoreboard Software (Provided by Scoreboards.com) with all hardware to operate from the press box. Wireless Communication/Wireless Bridge Units 5 Year Warranty on all parts 3 Year Warranty on Service Additional spare parts kit will be included with the order	1	66,745.00	66,745.00
03/01/2021	Labor	Labor to remove existing Scoreboard.	1	1,200.00	1,200.00
03/01/2021	Labor	Labor to Install new screen/configure screen/onsite LED calibration/software installation/Software/Media System configuration. Software Training. Project to be completed on or before April 30th	1	1,925.00	1,925.00

Scholar Signs, LLC. greatly appreciates the opportunity to provide the City of Johnstown with a high quality LED video/scoreboard for Sargent's Stadium. The finished product will be a great addition to the stadium for years to come. You may visit our website at

TOTAL

\$69,870.00