

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10557

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT WITH STACKHOUSE PARK INC. FOR THE ADMINISTRATION OF DCNR GRANT FUNDING FOR THE DEVELOPMENT OF A MASTER PLAN AT STACKHOUSE PARK

WHEREAS, the City of Johnstown owns Stackhouse Park and has an agreement in place with Stackhouse Park Inc. to manage the park for the City; and

WHEREAS, Stackhouse Park Inc. has been awarded a grant from the Pennsylvania Department of Conservation and Natural Resources (DCNR) in the amount of \$15,000 for the development of a Master Plan for Stackhouse Park; and

WHEREAS, Pennsylvania Department of Conservation and Natural Resources has requested that the City of Johnstown administer the awarded grant funding as the City is the owner of the park and establish a service agreement with Stackhouse Park Inc. to conduct the project tasks; and

WHEREAS, the City of Johnstown and Stackhouse Park Inc. have drafted a service agreement to outline which agencies will be responsible for tasks associated with this project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the City Manager is authorized and directed to execute an agreement with Stackhouse Park Inc. to complete work tasks associated with the development of a Master Plan for Stackhouse Park.

ADOPTED: March 8, 2023

By the following vote:

Yeas: Mayor Janakovic, Mr. Capriotti, Ms. Huchel, Mr. Arnone, Mr. Britt, Rev. King, Mrs. Mock

Nays:

Absent:



Frank J. Janakovic, Mayor
Michael Capriotti, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No.10557 as the same by the City Council of the City of Johnstown, Pennsylvania.



Ethan Imhoff, City Manager

SERVICE AGREEMENT

ADMINISTRATION OF DCNR COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM GRANT PROGRAM FOR THE STACKHOUSE MASTER PLAN DEVELOPMENT PROJECT

THIS AGREEMENT, made and entered into this 8th day of March 2023, by and between the City of Johnstown, an incorporated municipality situated in Cambria County, Commonwealth of Pennsylvania, hereinafter referred to as "CITY", and Stackhouse Park, Inc., a non-profit organization existing by virtue of the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "STACKHOUSE".

WHEREAS, Stackhouse has been awarded funds under the Keystone Grant Program (KEY-RCP-96-04) through the Commonwealth of Pennsylvania Department of Conservation and Natural Resources (DCNR), in the total amount of \$15,000 to accomplish a Master Plan for Stackhouse Park; and further that City is ultimately responsible for administering the respective program funds as outlined in the formal application for funds since the City is the owner of Stackhouse Park; and

WHEREAS, both parties to this Agreement agree that it is proper, appropriate, convenient and necessary to have the City administer the awarded PA-DCNR grant and have Stackhouse provide the management and operation of the planning services and fund administration necessary to successfully complete the project; and

WHEREAS, Stackhouse agrees to provide all matching funds required for this project; and

WHEREAS, it is appropriate to clarify the roles and responsibilities of all parties to this Agreement;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY AND STACKHOUSE AGREE AS FOLLOWS:

1. CITY accepts being the applicant for these awarded grant funds and shall administer the awarded PA-DCNR grant funds. STACKHOUSE shall operate and manage all grant expenditures and program activities in full compliance with all applicable Federal, state and local laws and regulations and as set forth in the Contract between the Commonwealth of Pennsylvania, acting through the Department of Conservation and Natural Resources, and the CITY, the provisions of which are incorporated herein by reference, as outlined in the formal application for funds presented to DCNR.
2. STACKHOUSE shall provide or perform all planning, administration; legal, accounting, engineering, purchasing of materials, consulting and monitoring services as may be required and as may be necessary and incidental to all the fulfillment of all program activities.
3. CITY shall provide personnel to review all STACKHOUSE project documentation and shall keep copies on file in its office and shall remain the recipient of record for funds and official program correspondence from DCNR.
4. CITY will transfer awarded DCNR Community Conservation Partnerships Program funds to STACKHOUSE for payment of the costs incurred through the completion of the project limited to the total amount of DCNR grant funds available. Funds shall only derive from those specifically included in the DCNR grant or from the cash match already secured by STACKHOUSE. No funds shall derive from the operating fund or other municipal funds of the CITY at any time.

5. CITY certifies that its financial management system is in accordance with professional standards and shall maintain the following project information in a file at the office of CITY; the formal application for funds; copies of all contracts awarded including those for the purchase of materials and the construction of the scheduled site improvements; and copies of relevant correspondence and other information (including canceled checks, invoices, receipts or other similar documentation) regarding the administration and operation of the DCNR grant. CITY shall also fulfill any application changes, details related to scope of work or project plan and quarterly progress reports as requested by DCNR; and shall abide by records retention and audit requirements of the DCNR grant.
6. In carrying out the program, CITY and STACKHOUSE shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age or sex. CITY and STACKHOUSE shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age or sex. Such action shall include, but not be limited to, the following: advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CITY and STACKHOUSE shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of these nondiscrimination clauses. In advertisement for employment, CITY and STACKHOUSE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex. CITY and STACKHOUSE shall incorporate the foregoing requirements of this paragraph in all of its contracts for program work and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.
7. Payments from PA-DCNR shall be paid directly to CITY as follows: an initial 25% payment from DCNR shall be forwarded to STACKHOUSE to begin the project. Subsequently, further payments shall be made on reimbursement basis after STACKHOUSE submits required verifications to the CITY, by timesheet or by invoice from individuals, firms or organizations providing material and other services for the CITY and STACKHOUSE by contract. If for any reason DCNR determines that payments made by STACKHOUSE using DCNR funds shall violate any applicable rules or regulations and shall direct STACKHOUSE to repay such funds to DCNR, STACKHOUSE shall indemnify the CITY for any funds which STACKHOUSE must repay to DCNR.
8. Upon completion of activities, STACKHOUSE shall certify to the CITY and any other party that to the best of its knowledge, information and belief and on the basis of its work, observations and inspections, work has been completed in accordance with the terms and conditions of the DCNR grant program and this Agreement.
9. The term of this Agreement shall be from February 15, 2023 to December 31, 2025.
10. If through any cause, STACKHOUSE shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if STACKHOUSE shall violate any of the covenants, agreements, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving written notice to STACKHOUSE of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

11. All graphical and tabular data developed as a result of this Master Plan development shall become the property of the Commonwealth of Pennsylvania, specifically including disks, maps and other products of a Geographic Information System (GIS) to be used in conjunction with the project.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be mutually executed by their proper authorized officers and have affixed the respective seals, the day and year first above written.

ATTEST:

Print Name	Signature	Secretary
------------	-----------	-----------

CITY OF JOHNSTOWN

Print Name	Signature	Mayor
------------	-----------	-------

ATTEST:

Print Name	Signature	Secretary
------------	-----------	-----------

STACKHOUSE PARK, INC.

Print Name	Signature	Chair
------------	-----------	-------