

RESOLUTION NO. 10730

MOVED BY COUNCILPERSON: Clark

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

A RESOLUTION OF THE CITY OF JOHNSTOWN, PENNSYLVANIA TO ENTER A INTERGOVERNMENTAL COOPERATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING BY AND AMONG THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF JOHNSTOWN ON OPERATION OF PROGRAMS UTILIZING EPA THRIVING COMMUNITIES GRANT FUNDING.

WHEREAS, JRA has applied for and received the EPA Thriving Communities grant funding to support lead abatement work across the City of Johnstown, PA, with a focus on targeting disadvantaged households.

WHEREAS, both the COJ and JRA desire to provide financial aid to the residents of the City to help them maintain their homes.

RESOLVED THAT THE, in consideration of the promises and mutual covenants contained herein, the Parties intending to be legally bound and for mutual considerations hereinafter set forth agree in the intergovernmental cooperation agreement for the operation of programs utilizing EPA Thriving Communities Grant Funding.

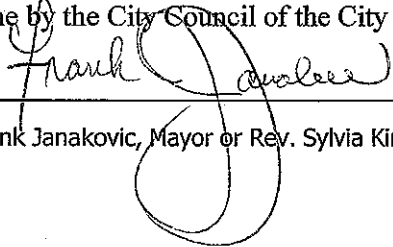
RESOLUTION SECONDED BY COUNCILPERSON: Arnold

Roll Call:

King			Mock			Janakovic			Arnone			Britt			Clark			Huchel		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A
/			/			/			/			/			/			/		

ADOPTED: November 12, 2025

ATTEST: I do hereby certify the foregoing is a true and correct copy of resolution No. 10730, as the same by the City Council of the City of Johnstown, Pennsylvania.



Frank Janakovic, Mayor or Rev. Sylvia King Dep. Mayor



Arturo Martynuska, City Manager

INTERGOVERNMENTAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING BY AND AMONG
THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA,
AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF
JOHNSTOWN ON OPERATION OF PROGRAMS UTILIZING EPA
THRIVING COMMUNITIES GRANT FUNDING

This Intergovernmental Cooperation Agreement ("Agreement") is entered into this ___ day of _____, 2025, by and between the REDEVELOPMENT AUTHORITY OF THE CITY OF JOHNSTOWN, an urban redevelopment authority organized and existing under the laws of the Commonwealth of Pennsylvania with a business address of 416 Main Street, Suite 200, Johnstown, Cambria County, Pennsylvania ("JRA"),

AND

the CITY OF JOHNSTOWN, 401 Main Street, Cambria County, Pennsylvania ("COJ"), a city created under the Third-Class Cities Code and governed by Home Rule Charter.

WHEREAS, JRA has applied for and received the EPA Thriving Communities grant funding to support lead abatement work across the City of Johnstown, PA, with a focus on targeting disadvantaged households;

WHEREAS, both the COJ and JRA desire to provide financial aid to the residents of the City to help them maintain their homes;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties intending to be legally bound and for the mutual considerations hereinafter set forth agree as follows:

1. Incorporation of Recitals: The foregoing Recitals are incorporated into the text of this Agreement.
2. Term and Termination: This agreement will be in effect from the latest date this agreement is signed up until December 31, 2027.

Source of Grant Funding: This agreement concerns funding provided under the Inflation Reduction Act (IRA) to Green & Healthy Homes Initiative, a Regional Grantmaker. This program funds community-based organizations that are advancing environmental health initiatives in their respective communities. JRA has received the EPA Thriving Communities grant funding in the amount of \$350,000.00.

Purpose: The Parties desire to utilize the EPA Thriving Communities grant funding to support lead abatement work across the City of Johnstown, PA with a focus on disadvantaged households.

- a. The residents of Johnstown face generational poverty and environmental health hazards which hinder economic prosperity, contribute to poor health outcomes, and cause housing instability and blight.
 - b. In particular, lead exposure is a critical concern for the community due to the age of the housing stock and the difficulty in addressing health risks due to high poverty.
 - c. The Parties will use grant funding to scale up existing lead assessment and abatement work at disadvantaged households to improve health, reduce cost burdens on lower-income residents, combat housing instability and displacement, and mitigate blight to boost economic revitalization.
 - d. The goal of this initiative is to keep more homeowners in their homes, improve their health, and decrease the number of blighted homes in the community.
 - e. Through this Project, the Parties will scale up the lead abatement work they have launched throughout the community with additional resources for assessments and abatement, with a focus on targeting disadvantaged households.
 - f. Assessment work focuses on outreach to homes with potential lead contamination and includes testing of the property and identification of mitigation and repair needs.
 - g. Abatement work focuses on removing sources of lead from homes and completing other repairs including window replacements, vinyl siding, interior and exterior painting, new flooring, and bathroom remodels to ensure that homes are safe and foster a higher quality of life while reducing long-term expenses and mitigating housing instability.
5. Representations: COJ has previously complied with all public contracting requirements to contract with DK Environmental & Construction Services, Inc., of 245 Market Street, Suite 100, Johnstown, PA 15901, to provide lead abatement services to the COJ.
- a. COJ represents and warrants to JRA that:
 - i. it possesses all qualifications, licenses and expertise required for the performance of the Services including:
 - (1) Satisfaction of all public contracting requirements related to DK Environmental & Construction Services, Inc.;
 - (2) Compliance with all rules, regulations, laws, ordinances and codes of federal, state and local governments, including the grant funding requirements;
 - (3) Business liability and workers compensation insurance coverage (as required by applicable state law) as detailed in the Grant award;
 - (4) All personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; throughout the term of the Agreement;
 - b. Both Parties attest that neither organization/entity nor its principals are currently debarred, suspended, declared ineligible or excluded from participation in any EPA or federal agency funding award, subaward, transaction or related program.
 - c. The Parties agree to perform the services under this Agreement, beginning on the

date of this agreement as set forth above, and ending on 04/22/2027, unless earlier terminated in accordance with Section XV of the Grant Agreement, unless extended by a written amendment to this Agreement signed by both Parties.

6. **Scope of Responsibilities and Services:** The Parties shall perform as follows:

- a. JRA, as Program Manager for the EPA Thriving Communities grant funding, agrees to administer the Cars Lead Abatement Program that will provide COJ homeowners up to \$10,000 for lead assessments and/or to make repairs to their homes. This amount could change on a case by case basis. The JRA will provide up to \$300,000 in funding to support this program. JRA will generate and provide the COJ yearly reports consisting of a list containing the following:
 - i. Name of Homeowner being Assisted;
 - ii. Address of Homeowner being Assisted; and
 - iii. Status of approved projects to date.
- b. COJ shall provide to JRA the following:
 - i. Name and address of Homeowner requesting assistance;
- c. All funding allocated to JRA through this Lead Abatement Program must be expended by December 31, 2027.
- d. The **JRA** agrees to provide up to \$300,000 of funding based on the terms and conditions as provided herein and within the above sections of this agreement.
- e. The JRA will coordinate with COJ on the inspection of projects when completed to ensure completion of all required work tasks at each home.
- f. The Parties will provide a sample grant application for use for the Lead Abatement Program.
- g. The Parties will verify that participants in the Lead Abatement Program comply with the program eligibility requirements (including income verification), contractor certification and insurance requirements, and final inspection requirements, and maintain all appropriate documentation of said compliance.
- h. The JRA will facilitate payment to the contractor following satisfactory completion of agreed upon terms for the Lead Abatement Program projects.
- i. If any work subject to this Agreement is proposed to be subcontracted by the either Party, that party shall first obtain approval from the other party, and only enter into a subcontract with prior approval of the other party.
- j. COJ/DCED will be reimbursed by JRA for work performed by the COJ/DCED Project Manor.

7. **Audit Rights and Maintenance of Records:** Both Parties shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all program.

expenses. Separate accounts will be established and maintained for all costs incurred under this Agreement. Either Party may inspect, copy, scan, or audit the Records at any reasonable time during normal business hours after giving prior reasonable notice to the other Party. If any part of the work being performed under this Agreement is subcontracted, the contracting party will assure compliance with the terms and conditions provided herein, and above, for all such subcontracted work. The Parties reserves the right to utilize any program records for the purpose of completing an audit.

8. **Confidentiality:** If either Party discloses any confidential information to the other Party, the other Party shall maintain such information as confidential. Information provided by either Party shall be deemed confidential only if it is marked confidential. The above obligations of confidentiality shall not apply to information for which the disclosing party gives prior written permission for publication or use, or information that is required to be disclosed by law, including Freedom of Information Act (FOIA) or Pennsylvania Right to Know.
9. **HIPAA Compliance:** In performing its duties under this Agreement, both Parties may have access to "Protected Health Information," including, but not limited to, "Individually Identifiable Health Information" and may be a downstream subcontractor "Business Associate" as those terms are defined in the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191, HIPAA regulations (codified at 45 C.F.R. Parts 160 and 164) or in regulations on Standards for Privacy of Individually Identifiable Health Information.
 - a. The Parties are subject to the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XBI of Division A and Title IV of Division of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (collectively, "HIPAA"). The Parties agree to execute a Business Associate Agreement, if requested. The Parties will, and will cause its representatives to, comply with the terms of any Business Associate Agreements ("BAA") which is incorporated herein, in order to comply with the HIPAA Privacy Regulation and the HIPAA Security Regulation. In the event of any conflict between the terms of this
 - b. Agreement and those of the BAA, the terms of the BAA shall control and govern the rights and obligations of the parties related to HIPAA compliance.
10. **Immunity:** Nothing herein shall be construed to mean that either party intends to limit or waive any rights or immunities arising out of any applicable governmental immunity laws or statutes. Nothing in this document shall be construed to limit or waive any rights, immunity, and/or defenses of either party. The Parties shall have all rights and liability protection afforded by the statutes of the Commonwealth of Pennsylvania. This document, and the terms and provisions set forth herein, are intended solely for the purposes set forth herein, and are expressly not intended to provide any tort or contractual remedy to any third party beyond those provided by statutes and beyond those set forth herein.

- 11. Insurance:** The Parties agree to maintain business liability insurance of at least \$1,000,000 for each occurrence and Workers Compensation Insurance (as required by applicable state law) at all times during the course of the contract. The Parties agrees to immediately notify the other party of any change in its insurance coverage status for liability insurance or Workers Compensation Insurance.
- 12. Independent Contractors:** Notwithstanding anything contained herein, each of the parties here to is and shall remain an independent contractor and the Agreement shall not create any employment, agency, partnership or co-venture relationship and, except as specifically set forth herein, neither party may incur debt or financial obligation in the name of any other party.
- 13. Compliance with Laws:** All activities performed by either party hereunder shall be performed in accordance with all applicable laws, ordinances and codes of federal, state and local governments including any assurances as described in Appendix C - Assurances of the applicable Grant Funding Agreement.
- 14. No Waiver:** Either party may elect not to enforce its rights and remedies under this agreement in the event of a breach by the other party of any term or condition of this agreement. In any event, the failure by either party to enforce its rights and remedies under this agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.
- 15. Implementation of Agreement:** 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.
- 16. Entire Agreement and Agreement Interpretation:** 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 parties hereto.
- 17. Execution; Counterparts:** 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.
- 18. Joint Preparation:** This Agreement is to be deemed to have been prepared jointly by the parties hereto and any uncertainty and/or ambiguity existing herein or if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.
- 19. Effective Date:** This Agreement shall become effective immediately upon signing by the Parties to the Agreement.

20. Exchange of Documentation & Information: Each Party shall complete and submit to the other Party, any accountant, and any attorney or court, all information and documentation required to effectuate this Agreement.

21. Pennsylvania Law: This Agreement shall be construed according to, be subject to and be governed by the laws of the Commonwealth of Pennsylvania. The Court of Common Pleas of Cambria County, Pennsylvania shall have sole and exclusive jurisdiction and venue concerning any legal issue related to or regarding this Agreement and/or any matter related thereto.

22. Proper Approval: This Agreement has been approved by a quorum of the governing body of each Party at a properly advertised public meeting in accordance with the Pennsylvania Sunshine Act.

- a. 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.
- b. 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 parties hereto have hereunto set their hands and seals the day and year first above written, intending to be legally bound thereby.

ATTEST:

**REDEVELOPMENT AUTHORITY OF
THE CITY OF JOHNSTOWN**

Bruce Haselrig, Secretary

By: _____
Name: Mark Pasquerilla
Title: Chairperson

ATTEST:

CITY OF JOHNSTOWN

City Clerk

By: _____
Name: _____
Title: _____

SEAL: