

RESOLUTION NO. 61206

**A RESOLUTION OF THE BOROUGH OF GETTYSBURG, ADAMS COUNTY, PENNSYLVANIA, AUTHORIZING ENTRY INTO AN INTERGOVERNMENTAL REIMBURSEMENT AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the American Association of State Highway and Transportation Officials intends to bring a 20-vehicle caravan into the Borough of Gettysburg for an event at the Eisenhower Farm on June 28, 2006; and

**WHEREAS**, the Borough of Gettysburg, through its police department, is responsible for the enforcement of the traffic laws on public highways, including state-designated highways, within its boundaries; and

**WHEREAS**, subject to being reimbursed for costs for the same, the Borough of Gettysburg desires to provide a police escort and traffic control for the caravan; and

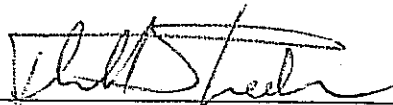
**WHEREAS**, the Borough Council of the Borough of Gettysburg desires to authorize the entry into an Intergovernmental Reimbursement Agreement with the Commonwealth of Pennsylvania, Department of Transportation under the terms and conditions and in the form annexed hereto as Exhibit "A."

**RESOLVED**, that the Borough Council of the Borough of Gettysburg does hereby authorize the Borough of Gettysburg to enter into an Intergovernmental Reimbursement Agreement with the Commonwealth of Pennsylvania, Department of Transportation in the form annexed hereto as Exhibit "A."

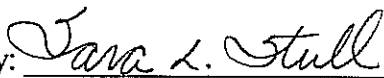
**BE IT FURTHER RESOLVED**, that Theodore H. Streeter, President of Borough Council or Jamie P. Fleet, Vice President and Sara L. Stull, Secretary or Merry V. Bush, Assistant Secretary be authorized to execute and deliver the Intergovernmental Reimbursement Agreement on behalf of the Borough of Gettysburg in the form attached hereto as Exhibit "A."

**THIS RESOLUTION** is duly adopted according to law on this 12<sup>th</sup> day of June, 2006 at a duly advertised meeting of the Borough Council of the Borough of Gettysburg.

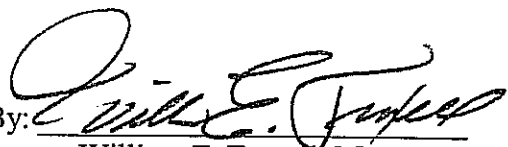
BOROUGH OF GETTYSBURG

By:   
Theodore H. Streeter  
President of Borough Council

Attest:

By:   
Sara L. Stull, Secretary

APPROVED this 12<sup>th</sup> day June, 2006.

By:   
William E. Troxell, Mayor

**Exhibit "A"**

Effective Date: June 17, 2006

AGREEMENT No.: \_\_\_\_\_  
FID No.: \_\_\_\_\_

**INTERGOVERNMENTAL REIMBURSEMENT AGREEMENT**

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

**AND**

**BOROUGH OF GETTYSBURG**

THIS AGREEMENT, made and entered into between the Commonwealth of Pennsylvania, Department of Transportation ("DEPARTMENT"),

**AND**

the Borough of Gettysburg, a political subdivision of the Commonwealth of Pennsylvania, situated in Adams County, acting through its Police Department ("BOROUGH").

**WITNESSETH:**

WHEREAS, the American Association of State Highway and Transportation Officials ("AASHTO"), as part of the commemoration of the 50<sup>th</sup> anniversary of the Interstate Highway System, which President Eisenhower was instrumental in establishing, intends to bring a 20-vehicle caravan into the BOROUGH for an event at the Eisenhower Farm on June 28, 2006; and,

WHEREAS, the DEPARTMENT is a member of AASHTO and is involved in the planning of the commemorative event; and,

WHEREAS, the BOROUGH, through its Police Department, is the governmental entity responsible for the enforcement of the traffic laws on public highways, including state-designated highways, within its boundaries; and,

WHEREAS, the BOROUGH's Chief of Police informed DEPARTMENT representatives that he would be willing to provide an escort and traffic control for the caravan, subject to the DEPARTMENT's reimbursing the BOROUGH for the costs; and,

WHEREAS, the DEPARTMENT is willing to reimburse the BOROUGH for these costs; and,

WHEREAS, the DEPARTMENT and the BOROUGH are entering into this Intergovernmental Reimbursement Agreement to set forth their respective responsibilities concerning traffic control and escort services for the AASHTO caravan, in accordance with the terms, conditions, and provisions set forth below.

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing premises and the mutual promises hereinafter set forth, with the intention of being legally bound hereby, agree to the following:

1. The parties agree that the above recitals are incorporated by reference as a material part of this AGREEMENT.

2. The BOROUGH, through its Police Department, shall provide escort and traffic control services for the AASHTO caravan traveling through the BOROUGH en route to the Eisenhower Farm on June 28, 2006. The BOROUGH shall provide these services from approximately 9:00 AM until approximately 2:00 PM that day. The route that the caravan will travel shall consist of the following roads:

Entering the BOROUGH: US Route 15 South to US Route 30 East to Liberty Street, ending at the parking lot at the middle school, from where the program participants will be shuttled to the Eisenhower Farm.

Leaving the BOROUGH: From the parking lot at the middle school, via Route 97 (Baltimore Pike) to US Route 15.

3. The BOROUGH shall provide no more than two police officers with vehicles (consisting of a cruiser and possibly a motorcycle) to perform the traffic control and escort services. The officers providing these services shall be paid overtime for their performance, at the rate of approximately \$30.00 an hour. The DEPARTMENT understands that the actual overtime rate may vary according to the seniority of the officers assigned to provide the services.

4. Upon completion of the services, the BOROUGH shall submit its itemized invoice, listing the officers who provided the traffic control escort services, their hourly overtime rates and the total hours worked, to the DEPARTMENT for reimbursement.

5. The DEPARTMENT shall reimburse the BOROUGH in full for the traffic control and escort services performed under this AGREEMENT in a timely manner following receipt of the invoice. The total amount to be reimbursed by the DEPARTMENT to the BOROUGH shall not exceed six hundred dollars (\$600.00).

6. The BOROUGH shall indemnify, save harmless and defend (if requested), the Commonwealth of Pennsylvania, Department of Transportation, its officers, agents and employees, from all suits, action or claims of any character, name or description brought for or on account of any injuries or damages received or sustained by any person, persons or property, arising out of, resulting from or connected with the performance of the services to be rendered under this AGREEMENT, by the BOROUGH and/or its officers, agents and employees, whether the same be due to or on account of any act, omission, neglect or misconduct of the BOROUGH and/or its officers, agents and employees during the performance of services under this AGREEMENT or any other cause whatsoever.

7. The BOROUGH agrees to abide by the Nondiscrimination/Sexual Harassment Clause, the Contractor Integrity Provisions, the Contractor Responsibility

Provisions and the Provisions Concerning the Americans with Disabilities Act, attached to and made part of this Agreement as Exhibits "A," "B," "C" and "D," respectively.

8. The BOROUGH agrees that the Commonwealth may offset the amount of any state tax or Commonwealth liability of the BOROUGH or its affiliates and subsidiaries that is owed to the Commonwealth against any payments due the BOROUGH under this or any other contract with the Commonwealth.

9. Notices required or authorized under this Agreement shall be given to the BOROUGH at the following address:

Rolf Garcia, Chief of Police  
Gettysburg Police Department  
59 East High Street  
Gettysburg, PA 17325

and to the DEPARTMENT at the following address:

Rich Kirkpatrick, Press Secretary  
Pennsylvania Department of Transportation  
8<sup>th</sup> Floor, Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

or to such other address as either party may designate to the other party in writing.

10. Upon execution, this document, together with all exhibits and attachments annexed to it, constitutes the entire agreement between the parties and completely expresses their intent. All prior or contemporaneous agreements are hereby merged into this document. No amendment or modification of this document shall be valid unless it is in writing and duly executed and approved by the parties.



11. This Agreement shall not be effective until executed and approved by all necessary Commonwealth officials as required by law. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed, attested and sealed by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST:

BOROUGH OF GETTYSBURG\*

Jane L. Stull 6-12-06  
Signature Date

BY [Signature] 6/19/06  
Signature Date

Borough Secretary  
Title

President of Council  
Title

\*Please provide resolution authorizing execution of Agreement for Borough. Please indicate the signers' titles in the blanks indicated and date all signatures.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
Deputy Secretary of Transportation Date

APPROVED AS TO LEGALITY  
AND FORM

PRELIMINARILY APPROVED

BY \_\_\_\_\_  
Assistant Counsel Date

BY \_\_\_\_\_  
Chief Counsel Date

BY \_\_\_\_\_  
Deputy General Counsel Date

BY \_\_\_\_\_  
Deputy Attorney General Date

FUNDS COMMITMENT DOCUMENT
NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____
SAP COST CENTER _____
GL ACCOUNT _____
AMOUNT \$ _____

BY \_\_\_\_\_  
Comptroller Date

## NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

Each contract entered into by a governmental agency shall contain the following provisions by which the Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, 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. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provision will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.

Exhibit "A"

## CONTRACTOR INTEGRITY PROVISIONS

1. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
  - a. **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
  - b. **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
  - c. **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
  - d. **Financial interest** means:
    - 1) Ownership of more than a five percent interest in any business; or
    - 2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  - e. **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
3. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
4. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
5. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
6. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
7. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
9. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
10. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

## EXHIBIT "B"

## CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The contractor must certify, in writing, for itself and all its subcontractors, that as the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any government entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

2. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.

3. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.

5. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the contractor's compliance with the terms of this or any other agreement between the contractor and the Commonwealth, which results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The contractor shall not be responsible for investigative costs for investigations that do not result in the contractor's suspension or debarment.

6. The contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472