

**AGREEMENT FOR SERVICES RENDERED
BY THE
BOROUGH OF GETTYSBURG
ON BEHALF OF
THE GETTYSBURG BOROUGH STORM WATER AUTHORITY (GBSWA)**

WHEREAS, the Borough of Gettysburg (hereinafter “Borough”), in compliance with federally mandated storm water management requirements, has created the Gettysburg Borough Storm Water Authority (hereinafter “GBSWA”) to administer the Borough’s Pollution Reduction Plan (hereinafter “PRP”) and,

WHEREAS, the Borough has submitted a Municipal Separate Storm Sewer System (MS4) permit with identified storm water management projects that has been approved by all pertinent regulatory agencies, and

WHEREAS, the Borough has a specific interest in coordinating any storm water management projects with its street/alley improvement projects, and

WHEREAS, GBSWA will assess and collect all fees associated with the Borough’s PRP, and

WHEREAS, GBSWA has not elected to employ any staff in order to minimize its administrative costs associated with the administration of the Borough’s PRP, and

WHEREAS, GBSWA desires to contract all work required by GBSWA to the Borough, which employs a professional staff capable of implementing and administering the Borough’s PRP.

NOW THEREFORE, GBSWA enters into this Agreement to contract services of GBSWA to the Borough.

Effective Date and Term

This Agreement for services is made effective as of February 11, 2019, by and between GBSWA, with offices located at 59 East High Street, Gettysburg Pennsylvania, 17325 and the Borough with offices located at 59 East High Street, Gettysburg, Pennsylvania 17325. The term of this Agreement shall be indefinite and remain in effect until such time as altered or terminated by mutually agreed to terms and reduced to writing.

Description of Services

Beginning February 11, 2019, Borough will provide the services described in the attached Exhibit A (collectively, the “Services”) to GBSWA.

Payment

Borough shall present to GBSWA an itemized invoice for payment of services rendered. Payment shall be made to Borough in the total amount billed, within 30 calendar days of receipt of invoice.

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In addition to any other right or remedy provided by law, if GBSWA fails to pay for the Services when due, Borough has the option to treat such failure to pay as a material breach of this Agreement and may cancel this agreement and/or seek legal remedies.

Work Product Ownership

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the “Work Product”) developed in whole or in part by Borough in connection with the Services will be the exclusive property of Borough. Upon request, GBSWA will execute all documents necessary to confirm or perfect the exclusive ownership of Borough to the Work Product.

Default

The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due,
- b. The insolvency or bankruptcy of either party,
- c. The subjection of any of either party’s property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency, or
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

Remedies

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 90 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

Force Majeure

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party’s reasonable control (hereinafter “Force Majeure”), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of

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military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties hereto, and there are no other promises or conditions in any other agreement, oral or written, concerning the subject matter of this Agreement. This Agreement supersedes any prior oral or written agreements between the parties.

Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Amendment

This Agreement may be modified or amended in writing by mutual agreement between the parties.

Governing Law

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

Notice

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

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Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every other provision of this Agreement.

Attorney's Fees to Prevailing Party

In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

Construction and Interpretation

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.


Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

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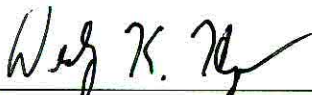
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Gettysburg Borough Storm Water Authority (GBSWA)

By: 
Michael S. Malewicki
Chairman of the Board

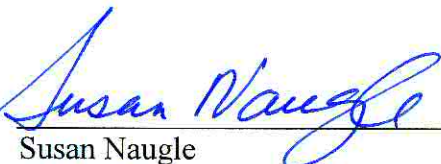
Date: 5/22/19

ATTEST

By: 
Wesley K. Heyser
Secretary of the Board

Date: 5/28/19

Borough of Gettysburg

By: 
Susan Naugle
President of Borough Council

Date: 5/28/19

ATTEST

By: 
Sara L. Stull
Borough Secretary

Date: 5/28/19

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**Exhibit A
Services Rendered by Borough on behalf of GBSWA**

The Borough of Gettysburg (“Borough”) shall periodically present to the Gettysburg Borough Storm Water Authority (“GBSWA”) itemized invoices for the following services rendered¹:

1. Financial:
 - a. Acquisition, implementation, and administration of utility billing software, including the issuance and collection of quarterly billings
 - b. Administration of requisite bank accounts, investments and accounts payable and receivable
 - c. Annual auditing services
 - d. Accounts payable and receivable
2. Engineering:
 - a. Administration of all aspects of the Borough’s Municipal Separate Storm Sewer System (hereinafter “MS4”) permit
 - b. Development, designing, and engineering of all Borough MS4-related projects
 - c. Fees associated with meeting attendance
3. Administration:
 - a. Costs associated with Borough staff attendance at meetings
 - b. Costs associated with employee(s), as needed, to effectively manage and administer Borough MS4 initiatives
 - c. Costs with administering credits, i.e., the evaluation and inspection of projects
 - d. Legal fees associated with the administration of GBSWA
4. Construction:
 - a. Costs associated with bidding construction projects
 - b. Costs associated with the inspection of completed construction projects
 - c. Costs of construction of MS4 projects

¹ The following services are not to be construed as an exclusive or comprehensive listing of services which may be provided under the Agreement. Additional services may be rendered in addition to the services specifically described herein.