

CITY OF WILLIAMSPORT, PA RESOLUTION

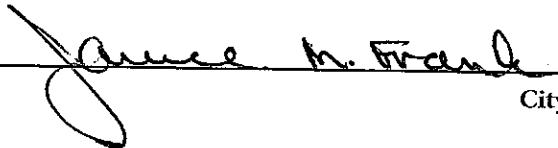
RESOLUTION # 8877

DATE 4-11-19

TITLE

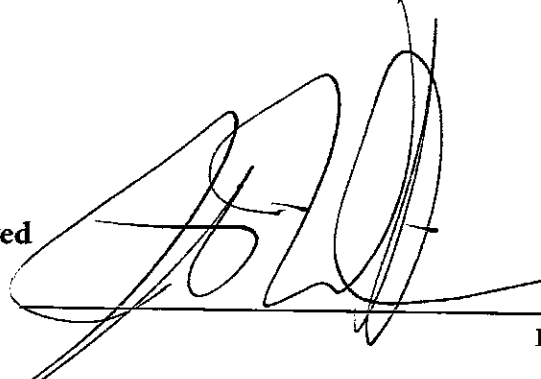
**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND THE
PENNSYLVANIA COLLEGE OF TECHNOLOGY**

BE IT HEREBY RESOLVED that the City Council of the City of Williamsport authorizes the Director of Public Works to sign off on all documentation pertaining to the Off Campus Project Agreement between the City of Williamsport and the Pennsylvania College of Technology providing for Penn College students to assist in planting trees under the TreeVitalize Grant.



City Clerk

Approved



President

Pennsylvania College of Technology

PENNSSTATE



One College Avenue
Williamsport, PA 17701-5799
(570) 326-3761
www.pct.edu

AGREEMENT – OFF-CAMPUS PROJECT

THIS AGREEMENT made on 4-1-19, by and between PENNSYLVANIA COLLEGE OF TECHNOLOGY (hereinafter referred to as "PENN COLLEGE") AND City of Williamsport (hereinafter referred to a "REQUESTER"), allows for completion of REQUESTER'S project, as defined herein, by PENN COLLEGE for the purposes of advancement of the educational opportunity for its students. The project plan is attached.

NOW, THEREFORE, the parties hereto agree as follows:

1. REQUESTER has provided the plans and specifications for projects, which have been reviewed by PENN COLLEGE and accepted by OFF CAMPUS PROJECT COMMITTEE or DEAN/ASSISTANT DEAN.

Committee members/dean/assistant dean name(s):

Mike Dincher / Justin Reishline

It being understood that PENN COLLEGE has no responsibility or any liability whatsoever for the correctness or completeness of the plans.

2. Students of PENN COLLEGE will work upon the aforesaid project under teaching supervision, (faculty person's names(s):

Michael Dincher

Provided, however, that PENN COLLEGE, its teachers, and students assume no responsibility whatsoever in regard to the conduct of the work and do not warrant workmanship or quality of labor.

3. The hours and days worked by students will be at the sole discretion of PENN COLLEGE, and it is understood that it will be the obligation of the REQUESTER to coordinate and supervise all other trades, workmen, and functions connected with the project.

4. PENN COLLEGE is obligated to provide only the students and the teacher supervision for this work. All site equipment, materials, and tools must be provided by the REQUESTER unless otherwise provided by PENN COLLEGE. It is understood that PENN COLLEGE may provide certain personal hand tools and small equipment as determined by PENN COLLEGE. PENN COLLEGE shall be responsible for storing and protecting all hand tools and equipment supplied by PENN COLLEGE when the same are used upon the project and left on the site.
5. It is further understood and agreed that the work done by the students is done as a work experience program and that there shall be no monetary compensation made to PENN COLLEGE, instructors, or students.
6. REQUESTER will provide a certificate of insurance indicating the types and amounts of coverage which it has.
7. REQUESTER agrees that it shall not hold or attempt to hold PENN COLLEGE, its students, or faculty responsible for construction of the project or for negligent performance of the contract or for any property damage occasioned by or arising out of any acts performed by PENN COLLEGE, its students, or faculty.

Further, REQUESTER agrees to indemnify, save and hold harmless PENN COLLEGE, its students, and faculty from any and all claims for property damage or breach of contract arising out of the work performed by the REQUESTER.

PENN COLLEGE agrees to be responsible for workmen's compensation and general liabilities coverage for PENN COLLEGE, its students, and faculty.
8. It is further recognized that this is a supervised educational work experience program for students and it is, therefore, required and agreed to that any changes in plans and specifications be submitted to PENN COLLEGE for acceptance.
9. REQUESTER agrees to be solely responsible for securing all necessary governmental permits and approvals. REQUESTER further agrees and warrants that the construction complies with all the requirements of law: national, state and local.

10. It is hereby agreed by PENN COLLEGE and REQUESTER that either party may terminate this Agreement at any given date agreeable. It is the purpose and intent of this provision to provide for an orderly termination of this Agreement in the event that the REQUESTER should fail to secure necessary funding, etc., or PENN COLLEGE should be unable to secure student workers, etc.

11. Distance to job site from College: 5 miles

It is understood that the College may refuse a particular project based on the distance of the job site from the College so that it does not have an adverse effect on instructional time.

12. Description of project, including educational benefit to students:

Plant Tree/Vitalize trees for Chad Eckert / City Forester-Arborist
for the City of Williamsport.

City will dig holes, students from Mr. Dincter's class will plant
some of the trees.

Signature Page

Contract is not complete until all required signatures have been obtained in the order presented below.

Approved *JFB* Disapproved _____ (Requires Dean's/Assistant Dean's initials)

The parties hereunto set their hands and seals by their authorized representatives on the day and year first above written.

A BY (printed) Michael Pincher (signature) _____
(Instructor/Department Head)

BY (printed) Justin Beishline (signature) *J. Beishline*
(Dean or Assistant Dean)

A BY (printed) Chad Eckert (signature) _____
(Authorized Representative of REQUESTOR)

BY (printed) Adam L. Winder (signature) _____
(Second Authorized Representative of REQUESTOR, if possible)

A BY (printed) Tom Gregory (signature) _____
(Penn College President or Senior Vice-President)