

CITY OF CORRY
ERIE COUNTY, PENNSYLVANIA

RESOLUTION #23-19

RESOLUTION OF THE CITY OF CORRY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDING TO THE COMMONWEALTH OF PENNSYLVANIA FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM ("RACP") GRANT IN THE AMOUNT OF ONE MILLION TWO HUNDRED AND FIFTY THOUSAND (\$1,250,000) FOR THE BUILDING OF A FIREHOUSE

WHEREAS, the City of Corry has two fire stations that are outdated and beyond their useful life; and

WHEREAS, the City of Corry has obtained reasonable estimates in excess of \$5,000,000 to replace the existing fire stations with one modern facility; and

WHEREAS, the Commonwealth of Pennsylvania passed Act 36 of 2020, authorizing the Redevelopment Authority in the City of Corry to apply for up to \$1,250,000 as part of the Redevelopment Assistance Capital Program (RACP - line item #10922) to build such a firehouse; and

WHEREAS, the City of Corry is committed to financing an estimated local match of \$3,750,000 through various grant and lending sources for the safety, security and health of its citizens and neighboring municipalities:

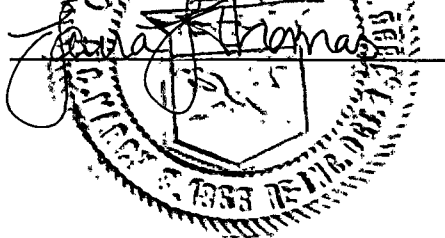
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Corry that:

1. The City supports and authorizes the Redevelopment Authority in the City of Corry to apply for the full amount of \$1,250,000 from the Redevelopment Assistance Capital Program on or by the January 12, 2024 deadline; and
2. The project costs may include land acquisition, preparation, construction, parking lot, and other expenses related to the real property of a new firehouse; and
3. The City agrees to have the Redevelopment Authority in the City of Corry serve as the applicant and administrator for this Grant; and
4. The City does hereby designate Benjamin Kafferlin, Executive Director of the Redevelopment Authority in the City of Corry, as the official to apply and execute all documents and agreements between the City and the Pennsylvania Office of the Budget to facilitate and assist in obtaining the requested grant, subject to executing an Agreement between the City and the Authority, incorporated herein as Exhibit "A".

THIS RESOLUTION was adopted and approved by a vote and ratified on the 18th day of December, 2023.

CERTIFICATE:

I, duly qualified Secretary of Corry City Council, Erie County, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Council at a meeting held on December 18, 2023, and said Resolution has been recorded in the Minutes and remains in effect as of this date.



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COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT, made and entered into this 18th day of December, 2023, by and between **REDEVELOPMENT AUTHORITY IN THE CITY OF CORRY**, a body politic and corporate created by the Urban Redevelopment Authority, (the “Grantee”), and the **CITY OF CORRY**, a 3rd class city of Erie County, Pennsylvania (the “Sub-Grantee”).

Background

A. Grantee, by Resolution has been authorized to file an Application (the “Application”) for Redevelopment Assistance with the Office of the Budget of the Commonwealth of Pennsylvania for a Redevelopment Assistance Capital Program Grant (the “Grant”) in the amount of up to \$1,250,000 for the a public safety building within the City of Corry (the “Project”).

B. The Project is eligible to receive funding by legislative authorization pursuant to the Capital Budget Project Itemization Act of 2020-036.

C. The Grantee will be the Project Administrator of and applicant for the Grant.

D. This Cooperation Agreement is intended to memorialize the agreement between the Grantee and the Sub-Grantee regarding the Application, the Grant, the administration of Grant funds, and compensation for Grantee's services in connection therewith.

Terms of Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises hereinafter set forth, and intending to be legally bound hereby, the Grantee and the Sub-Grantee agree as follows:

1. Grantee will cause the Grant Application for the Project to be filed in its name and perform the activities assigned to it as set forth in the Application.

2. Grantee shall act as RACP Grant Manager in connection with the development of the Project and the expenditure of the Grant proceeds.

3. Grantee shall receive all Grant funding from the Commonwealth of Pennsylvania and promptly upon receipt, reimburse the Sub-Grantee for Project expenditures paid by the Sub-Grantee.

4. Sub-Grantee shall pay Grantee compensation for Grantee's services hereunder in an amount equal to ten percent (10%) of the Grant (the “Fee”). Such Fee shall be paid in 12 equal installments, to be billed quarterly over a period of 3 years. If the Commonwealth of Pennsylvania completes its final audit of the Project before all 12 installments have been paid, the balance of the Fee shall be due and payable upon completion of the audit. If the Commonwealth does not complete the audit before the final installment of the Fee is paid, Sub-Grantee may hold back the final installment until the audit is completed. In addition to the Grantee's Fee, Sub-Grantee shall reimburse Grantee for all reasonable legal, audit, advertising, and other usual and customary out-of-pocket expenditures incurred by Grantee in connection with this Agreement, the Application, the administration of the Grant, and other services rendered in furtherance thereof. Grantee shall bill Sub-Grantee quarterly for such Fee and expenditures, and

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Sub-Grantee shall pay the statements within thirty (30) days of receipt of same.

5. Grantee and Sub-Grantee will comply with all RACP terms and conditions of the grant agreement, all rules and regulations issued by the Office of the Budget of the Commonwealth that are applicable to the activities described in the Application, the other Grant documents, and in this Cooperation Agreement. The parties further agree to comply with all statutes, ordinances, laws and regulations dealing with the prohibition against discrimination against any person because of race, color, religion, national origin, handicap, age or sex in the execution and performance of this Agreement.

6. Grantee shall be responsible for the financial management of the Grant and shall prepare necessary applications for the disbursement of Grant funds. Grantee shall draft and deliver such applications for disbursement to the Sub-Grantee for review and approval prior to submission to the Commonwealth of Pennsylvania. Grantee shall provide technical assistance and oversight to the Sub-Grantee. Grantee will review all disbursement requests and forward them to the Commonwealth for payment as expeditiously as possible.

7. Sub-Grantee shall be responsible for management of the Project. Sub-Grantee shall prepare all construction documents, permits, bids, contract, and other documents necessary to deliver the Project in compliance with all rules, regulation and special conditions of the Grant. Grantee shall provide technical assistance and oversight to the Sub-Grantee. Sub-Grantee will deliver drafts of all bidding and construction documents for the Grantee to review for compliance with grant special conditions and approve prior to execution. Grantee will administer such reviews as expeditiously as possible.

8. Grantee shall reimburse the Office of the Budget of the Commonwealth of Pennsylvania for the Commonwealth's share of any expenditures, which are determined by the Office of the Budget to be ineligible expenditures. Notwithstanding the foregoing, absent malfeasance by the Grantee, the Sub-Grantee agrees to defend and hold harmless Grantee for any such reimbursement obligations, as well as any and all other claims or actions of the Commonwealth or any other party (including the Sub-Grantee) against the Grantee caused or occasioned by the Application, the Grant, and/or the development of the Project.

9. The Sub-Grantee agrees to make available to Grantee all of its books and records relating to the receipt and expenditure of funds provided to the Sub-Grantee pursuant to this agreement, for the purpose of allowing Grantee to inspect and audit those records and to determine whether the terms of the Grant have been met. Such inspection shall be made upon reasonable written request to the Sub-Grantee, if and as often as the Grantee reasonably deems necessary to conduct such inspections and/or audits.

10. Nothing contained in this Agreement is intended to, or shall be construed in any manner as creating or establishing any partnership or joint venture between the Grantee and the Sub-Grantee. The Grantee and Sub-Grantee shall at all times remain independent contractors with respect to the activities to be performed under this Agreement.

11. The Sub-Grantee shall hold harmless, defend and indemnify the Grantee from any and all third party claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-Grantee's performance or non-performance of the activities for which it is responsible in connection with the subject matters described in this Agreement, except to the extent that any such claim, action, suit, charge, and judgment arises from the negligent, grossly negligent, reckless and/or intentional act or omission or other fault of Grantee, its agents, employees, or subcontractors.

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12. The Sub-Grantee shall comply with all accounting standards, documentation, recordkeeping and retention, and other requirements of the Grant documents, and shall provide proof of such compliance to the Grantee upon request.

13. Grantee and Sub-Grantee shall coordinate their press releases and public relations relating to the Project.

14. The rights and obligations of the Sub-Grantee hereunder may not be assigned without the specific written consent of the Grantee. This Agreement shall otherwise benefit and bind the parties, their respective successors, and assigns.

15. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. Pennsylvania courts shall have exclusive jurisdiction over any dispute arising under this Agreement.

16. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior understanding and agreements of the parties with respect to the subject matter hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

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[SIGNATURE PAGE TO COOPERATION AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ATTEST:


Jana Thomas

CORRY REDEVELOPMENT AUTHORITY

By: 
Executive Director

ATTEST:

Jana Thomas

CITY OF CORRY

By: 
Title: Mayor

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