

Council of the City of York, PA  
Session 2014  
Resolution No. \_\_\_\_\_

Introduced by: David Satterlee

Date: December 2, 2014

WHEREAS, the City of York has received funding through PennDOT for the Market Street Paving Project from Carlisle Avenue to Harrison Street in the City of York; and

WHEREAS, the City of York must execute an Agreement to Authorize Electronic Access to PennDOT Systems.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania, that the City is hereby authorized to enter into an Agreement to Authorize Electronic Access to PennDOT Systems with the Commonwealth of Pennsylvania, Department of Transportation. A copy of said Agreement is attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the Mayor is authorized and the Controller is authorized and directed to enter into a written Agreement on behalf of the City of York, Pennsylvania.

PASSED FINALLY:

BY THE FOLLOWING VOTE:

YEAS: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_  
Carol Hill-Evans, President of Council

ATTEST:

\_\_\_\_\_  
Dianna L. Thompson-Mitchell, City Clerk

**MUNICIPALITY/AUTHORITY RESOLUTION**

**BE IT RESOLVED** by authority of the \_\_\_\_\_  
(Borough Council, Board of Supervisors, etc.)

of the \_\_\_\_\_, \_\_\_\_\_ County, and it is  
(Municipality) (County)

hereby resolved by authority of the same, that the \_\_\_\_\_ of  
(Chairman or Designated Title)

said Municipality/Authority be authorized and directed to sign the attached Agreement

on its behalf and the \_\_\_\_\_ be authorized  
(Secretary or Designated Title)

and directed to attest the same.

**ATTEST:**

\_\_\_\_\_  
(Name of Municipality)

\_\_\_\_\_  
(Signature and Title)

BY \_\_\_\_\_  
(Signature and Title)

I, \_\_\_\_\_, of the \_\_\_\_\_,

do hereby certify that the forgoing is a true and correct copy of the Resolution adopted

\_\_\_\_\_ at a regular meeting of the

\_\_\_\_\_ held the \_\_\_\_\_ day

of \_\_\_\_\_ 20 .

Date: \_\_\_\_\_

(SEAL)



Agreement No: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

User ID Code: \_\_\_\_\_

AGREEMENT TO AUTHORIZE  
ELECTRONIC ACCESS TO PENNDOT SYSTEMS  
(POLITICAL SUBDIVISIONS)

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Commonwealth of Pennsylvania, acting through the Bureau of Project Delivery of the Department of Transportation, hereinafter referred to as DEPARTMENT,

AND

\_\_\_\_\_  
(NAME OF APPLICANT)

\_\_\_\_\_  
(REGISTERED OR PRINCIPAL OFFICE LEGAL ADDRESS OF APPLICANT)

\_\_\_\_\_  
(PRINCIPAL OFFICE PHONE NUMBER)

hereinafter referred to as APPLICANT, a political subdivision of the Commonwealth of Pennsylvania, acting through its proper officials.

WHEREAS, the APPLICANT desires to register as a DEPARTMENT business partner to be permitted electronic access to the **Engineering and Construction Management System** (hereinafter referred to as "System" whether singular or plural) for the purposes of entering information into and exchanging data with the System; and

WHEREAS, the DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities and to enter into contracts for this purpose, is willing to permit the APPLICANT to electronically submit technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects as part of the DEPARTMENT'S program to use the System; and

WHEREAS, Sections 2001.1 of the Administrative Code of 1929, as amended (71 P.S. §§ 511.1) authorizes the DEPARTMENT, through the Secretary of transportation, to enter into all necessary contracts and agreements with the proper agencies of any governmental, federal, state or political subdivision, "for any purpose connected in any way with the Department of Transportation of the Commonwealth of Pennsylvania."

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises expressed in this document, and intending to be legally bound, the parties agree as follows:

1. The APPLICANT is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The APPLICANT is responsible for the procurement and cost of any data communications lines required to connect to the System. The APPLICANT is responsible for the cost of telephone lines and usage.
2. The APPLICANT will permit access to the System as the DEPARTMENT shall direct.

3. The APPLICANT will implement appropriate security measures to insure that only authorized employees of the APPLICANT will have access to and enter data into the System. The APPLICANT agrees to assign only its current employees User Identification Internet System access codes ("User ID codes") provided to the APPLICANT by the DEPARTMENT. The APPLICANT agrees to assign a separate and distinct User ID code to each current employee who will concur in awards, sign contracts and approve payments. The APPLICANT agrees to accept full responsibility for controlling the User ID codes that the APPLICANT assigns to the employees of the APPLICANT. The APPLICANT agrees to deactivate an employee's User ID code immediately upon the employee's separation and/or dismissal from the employ of or association with the APPLICANT. The APPLICANT agrees that the APPLICANT'S employees may not share User ID codes. The APPLICANT agrees to be liable for the items negligently submitted under one of its assigned User ID codes and for the negligent submissions, actions or omissions of anyone using a User ID code of the APPLICANT or the APPLICANT'S employee.

4. The DEPARTMENT shall make provisions for the APPLICANT to obtain initial training for the System. This training may not include any non-System program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.

5. The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make the System available for on-line access 24 hours per day, seven days per week. The DEPARTMENT will provide support only during normal business hours of the DEPARTMENT offices (7:30 AM until 4:30 PM.)

6. This Agreement shall continue until terminated by either Party, at any time, without cause, within fifteen (15) days upon receipt of written notice thereof. Any material breach of this Agreement by either Party shall entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, the APPLICANT shall cease and shall cause its users to cease attempts to access the System.

7. The APPLICANT shall comply with the current versions of the following:

- Right to Know Law, attached as Exhibit A
- Contractor Integrity Provisions, attached as Exhibit B
- Americans with Disabilities Act, attached as Exhibit C
- Contractor Responsibility Provisions, attached as Exhibit D
- Nondiscrimination/Sexual Harassment Clause, attached as Exhibit E
- Offset Provision, attached as Exhibit F

8. This Agreement embodies the entire understanding between the DEPARTMENT and APPLICANT and there are no contracts, agreements, or understanding with reference to the subject matter hereof which are not merged herein.

**ATTEST:**

\_\_\_\_\_  
(Print APPLICANT'S Name)

\_\_\_\_\_  
(Signature) (Date)

**BY:**

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

**BY:**

\_\_\_\_\_  
(DEPARTMENT Signatory and Date)

APPROVED AS TO LEGALITY AND FORM

**BY:**

\_\_\_\_\_  
Chief Counsel DATE

**Preapproved form:**  
**OGC No. 18-FA-28.0**  
**Approved OAG 05/06/2013**

MAIL COMPLETED AGREEMENT TO:  
System Registration  
PA Department of Transportation  
Bureau of Project Delivery, Systems Management Section  
P.O. Box 3662  
Harrisburg, PA 17105-3662