

RESOLUTION NO. 11 OF 2020
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NANTICOKE APPROVING A SUB-GRANTEE COOPERATION
AGREEMENT WITH THE NANTICOKE MUNICIPAL AUTHORITY
FOR A GRANT IN THE AMOUNT OF \$478,198.00

WHEREAS, the City of Nanticoke has received a grant in the amount of \$478,198.00 from the Commonwealth of Pennsylvania through the Luzerne County Local Share Account Program for the Main Street Revitalization Project; and

WHEREAS, the City Council of the City of Nanticoke desires to sub-grant the LSA Grant to the Nanticoke Municipal Authority based upon the terms of the Cooperation Agreement attached hereto and made a part hereof as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nanticoke and it is hereby resolved by the authority of the same as follows:

1. The proper City Officials are hereby authorized to execute the attached Cooperation Agreement with the Nanticoke Municipal Authority for sub-grant work as more particularly detailed in the Agreement. Further, the proper City Officials are authorized to execute any and all other documentation necessary in order to administrate the Grant and attached Agreement in order to carry out the intent of this Resolution.

RESOLVED, this 20th day of May, 2020, by the City Council of the City of Nanticoke, Luzerne County, Pennsylvania.

ATTEST:

CITY OF NANTICOKE

Jennifer W. Polito, City Clerk

William Brown, Council President

EXHIBIT "A"

COOPERATION AGREEMENT

This Cooperation Agreement (the "Agreement") is entered into this 20th day of May 2020 by and between the City of Nanticoke, a duly organized subdivision of the Commonwealth of Pennsylvania, (the "Grantee") and the Nanticoke Municipal Authority, a duly organized authority organized and existing under the Pennsylvania Municipality Authorities Act of 1945, as amended (the "Sub-Grantee"). The Grantee and Sub-Grantee may be referred to herein singularly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Grantee has received a grant in the amount of \$478,198.00 grant from the Commonwealth of Pennsylvania through the Luzerne County Local Share Account Program (the "LSA Grant").

WHEREAS, Grantee desires to sub-grant the LSA Grant to Sub-Grantee for the purpose of undertaking the Main Street Revitalization Project in the City of Nanticoke, Pennsylvania ("Project").

NOW THEREFORE, intending to be legally bound, the Parties hereby agree as follows:

1. In exchange for the promises set forth herein, the Parties agree to cooperate with each other in the administration of the LSA Grant.

2. The responsibilities of the Sub-Grantee in connection with the LSA Grant shall include but not be limited to, the following:

- a. Drafting, reviewing, executing, dating and delivering request for payment forms and supporting documentation to the Commonwealth;
- b. Receiving and administering the LSA Grant funds, complying and adhering strictly to the application of those funds to the Project;
- c. Managing and administering the Project;
- d. Making its books and records related to the Project available for inspection by the Grantee; and
- e. Complying with accounting standards, documentation, recordkeeping and retention and other requirements of the LSA Grant and providing proof of compliance to the Grantee upon request.

3. The Sub-Grantee's rights and obligations under this Agreement shall not be assigned to any third party without the express written consent of the Grantee. Such consent shall not be unreasonably withheld or delayed by the Grantee.

4. Both Parties represent that they will not engage in any unlawful discriminatory conduct and that they will, at all times, observe all legal requirements within respect to anti-discrimination.

5. The Parties shall coordinate press releases and public relations related to the LSA Grant and the Project.

6. Each Party represents to the other that it is fully authorized to enter into and execute this Agreement and that, other than execution of this Agreement, no further authorization or approval of any person or entity is required to make this Agreement effective.

7. This Agreement, including its preamble and introductory paragraphs, represents the entire understanding between the Parties and cannot be amended except in writing executed by duly authorized representatives of each Party.

NOW THEREFORE, intending to be legally bound, each party, through its duly authorized representative, has set its hand and seal as of the date first set forth above.

WITNESS:

CITY OF NANTICOKE

Name: _____

By: _____
Name: _____
Title: _____

WITNESS:

NANTICOKE MUNICIPAL AUTHORITY

Name: _____

By: _____
Name: John Nadolny
Title: Chairman