

WASHINGTON TOWNSHIP  
FRANKLIN COUNTY, PENNSYLVANIA


RESOLUTION NO. 467

AUTHORIZING SIGNATURES ON THE 2008-09  
HIGHWAY SAFETY DUI GRANT

**BE IT RESOLVED**, by the authority of the Board of Supervisors of Washington Township, Franklin County, and it is hereby resolved by authority of the same, that the Chairman of the Board of Supervisors of Washington Township Carroll C. Sturm is hereby authorized and directed to sign the attached grant on its behalf and that the Township Secretary Karen S. Hargrave be authorized and directed to attest the same.

WASHINGTON TOWNSHIP  
FRANKLIN COUNTY, PENNSYLVANIA  
BOARD OF SUPERVISORS

ATTEST:

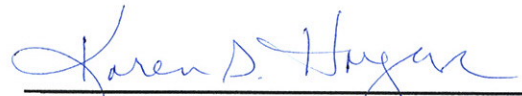
  
\_\_\_\_\_  
Karen S. Hargrave, Secretary

  
\_\_\_\_\_  
Carroll C. Sturm, Chairman

(SEAL)

I, Karen S. Hargrave, Secretary of the Board of Supervisors, Washington Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors, held the 2nd day of June 2008.

Date: June 2, 2008

  
\_\_\_\_\_  
Karen S. Hargrave, Secretary





Agreement No: \_\_\_\_\_  
Federal ID No.: 23-6000561  
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 Department of Transportation, hereinafter referred to as DEPARTMENT,

AND

WASHINGTON TOWNSHIP

(NAME OF APPLICANT)

13013 WELTY ROAD, WAYNESBORO, PA 17268

(REGISTERED OR PRINCIPAL OFFICE LEGAL ADDRESS OF APPLICANT)

(717) 762 1447

(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 following DEPARTMENT systems:  
DOTGRANTS

(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, to undertake other transportation-related activities, and to enter into contracts for these purposes, is willing to permit the APPLICANT to electronically submit applications, technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects or undertake other transportation-related activities as part of the DEPARTMENT'S program to use the System.

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 government, 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 be permitted 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 responsible for the items submitted under one of its assigned User ID codes.
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, except for ten hours each workday when the System databases are updated. The DEPARTMENT will provide support only during the normal business hours of the DEPARTMENT offices.
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, APPLICANT shall cease and shall cause its users to cease attempts to access the System.
7. The APPLICANT shall comply with the Contractor Integrity Provisions, dated December 20, 1991; the Provisions Concerning the Americans with Disabilities Act, dated January 16, 2001; the Contractor Responsibility Provisions, dated April 16, 1999; the Offset Provision, dated April 16, 1999; and the Nondiscrimination/Sexual Harassment Clause, dated June 30, 1999, all of which are incorporated into this Agreement by reference as though physically attached.
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:

WASHINGTON TOWNSHIP  
(Print APPLICANT Name)

Karen S. Hargrave  
(Signature) (Date)

BY: Carroll C. Sturm  
(Signature) (Date)

Karen S. Hargrave  
Print Name

Carroll C. Sturm  
Print Name

Township Secretary  
(Title)

Chairman, Board of Supervisors  
(Title)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

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

APPROVED AS TO LEGALITY AND FORM

BY: \_\_\_\_\_  
Chief Counsel DATE

RECORDED NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE UNDER  
ACTIVITY PROGRAM \_\_\_\_\_  
SYMBOL \_\_\_\_\_  
AMOUNT \_\_\_\_\_

BY \_\_\_\_\_  
Comptroller DATE

Preapproved form:  
OGC No. 18-K-2870  
Appv'd OAG 07/16/2003

MAIL COMPLETED AGREEMENT TO:  
System Registration  
PA Department of Transportation

Harrisburg, PA 17105-xxxx

