

**BOROUGH OF ALBURTIS
LEHIGH COUNTY, PENNSYLVANIA**

Ordinance No. 477

(Duly Adopted December 29, 2008)

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION TO PERMIT THE BOROUGH ELECTRONIC ACCESS TO THE DEPARTMENT'S DOTGRANTS SYSTEM.

WHEREAS, the Commonwealth of Pennsylvania, Department of Transportation (“**PennDOT**”) administers the distribution to municipalities in the Commonwealth of funds from the Liquid Fuels Tax Fund; and

WHEREAS, PennDOT has established a Web-based system known as “dotGrants” to process applications for liquid fuels funds and otherwise manage the liquid fuels program; and

WHEREAS, PennDOT and the Borough of Alburtis have agreed to use the dotGrants system to file the required Liquid Fuels forms, including, but not limited to, the MS-965, MS-329, and MS-999; and

WHEREAS, PennDOT requires municipalities to enter into an Electronic Access License Agreement (EALA) in the form attached to this Ordinance (and entitled “Agreement to Authorize Electronic Access to PennDOT Systems (Political Subdivisions)”) in order to participate in the dotGrants system; and

NOW, THEREFORE, be it **ORDAINED** and **ENACTED** by the Borough Council of the Borough of Alburtis, Lehigh County, Pennsylvania, as follows:

SECTION 1. Chapter 6 of the Alburdis Codified Ordinances (relating to Intergovernmental Cooperation) is amended by adding the following new Article VI after existing Article V:

Article VI — Commonwealth Agreements

§ 6-601 Electronic Access License Agreement with PennDOT for dotGrants System.

The Borough of Alburdis shall enter into an Intergovernmental Agreement with the Commonwealth of Pennsylvania, Department of Transportation (“**PennDOT**”) in the form attached to Ordinance 477, which is incorporated into this Article by reference. Steven R. Hill, the President of Borough Council, and Sharon Trexler, the Executive Secretary of the Borough, are hereby authorized and directed to execute and attest, respectively, the Intergovernmental Agreement on behalf on the Borough, and to execute and attest all other documents which may be necessary or convenient to bring the Intergovernmental Agreement into effect.

SECTION 2. The attached exhibit (entitled “Agreement to Authorize Electronic Access to PennDOT Systems (Political Subdivisions)”) is incorporated into this Ordinance by reference.

DULY ORDAINED and **ENACTED** by the Borough Council of the Borough of Al-
burtis, this 29th day of December, 2008, in lawful session duly assembled.

**BOROUGH COUNCIL
BOROUGH OF ALBURTIS**

Steven R. Hill, President

Attest:

Sharon Trexler, Executive Secretary

{SEAL}

AND NOW, this 29th day of December, 2008, the above Ordinance is hereby
APPROVED.

Robert W. Mader, Mayor

I certify that the foregoing (including the attached exhibit) is a true and correct
copy of an Ordinance duly adopted at a meeting of the Borough Council of the Borough
of Alburtis on December 29, 2008. The Ordinance has not been amended or repealed and
remains in effect through the date of this Certification.

{SEAL}

Sharon Trexler, Executive Secretary
Borough of Alburtis

Dated: December ____, 2008

Agreement No: EALABMS

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 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 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:

(Print APPLICANT 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

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:
Pennsylvania Department of Transportation
Bureau of Municipal Services
400 North Street, P.O. Box 8211
Harrisburg, PA 17105-8211