

**RESOLUTION R-2023-71
LUZERNE COUNTY COUNCIL**

A Resolution of Luzerne County Council Approving an Amendment to an Agreement with the Luzerne County Flood Protection Authority for the Operation, Maintenance, Repair, Replacement and Rehabilitation of the Wyoming Valley Levee System

WHEREAS, the Luzerne County Flood Protection Authority (“LCFPA”) executed a Project Cooperation Agreement with the United States Department of the Army in October 1996 that included the requirement for the LCFPA to operate, maintain repair, replace, and rehabilitate the Wyoming Valley Levee System in a manner compatible with the project’s authorized purposes and in accordance with applicable Federal and State laws; and

WHEREAS, in August of 1998 the LCFPA and Luzerne County signed an agreement setting forth their legal relationship concerning reimbursement by the LCFPA to Luzerne County which was then replaced by a new agreement between the parties in June of 2011; and

WHEREAS, the LCFPA has determined that it is capable to operate and perform its tasks as outlined in the project cooperation agreement as an independent Authority separate and distinct from Luzerne County as provided by law; and

WHEREAS, the LCFPA is desirous to expand its existing levee maintenance building to better implement its operation, maintenance, repair, replacement, and rehabilitation responsibilities of the project; and

WHEREAS, Luzerne County Council is desirous to support the LCFPA and its proposed levee maintenance building expansion; and

WHEREAS, County Council (and the LCFPA) desire to Amend the 2011 agreement to set forth the legal relationship between the parties concerning the proposed levee maintenance building expansion.

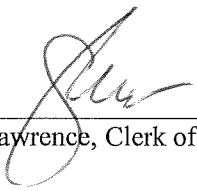
NOW, THEREFORE, BE IT RESOLVED, Luzerne County Council hereby approves the Agreement with the Luzerne County Flood Protection Authority, subject to the terms and conditions contained therein. The agreement is attached hereto and incorporated by reference as though fully set forth herein.

The Effective Date of this Resolution shall be six (6) days from adoption.

ADOPTED by Luzerne County Council at a meeting held on May 23, 2023.

ROLL CALL VOTE (9-0)


YES: Bienias, Lescavage, McGinley, Mitchell, Perry, Thornton, SJ Urban, K Vough and Wolovich

Attest: 
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY COUNCIL

By: 
Kendra Vough, Chair

LUZERNE COUNTY MANAGER

By: 
Brian Swetz, Acting County Manager

**AMENDMENT TO AGREEMENT
FOR THE
OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND
REHABILITATION OF THE WYOMING VALLEY LEVEE SYSTEM**

Agreement made this _____ day of _____, 2023 by and between the Luzerne County Flood Protection Authority, hereinafter as "LCFPA", and the County of Luzerne, hereinafter known as "County."

WITNESSETH

WHEREAS, LCFPA is a municipal authority formed for the purpose of raising and improving the flood protection system along the Susquehanna River throughout Luzerne County, hereinafter known as "Project"; and

WHEREAS, LCFPA executed a Project Cooperation Agreement with the United States Department of the Army dated October 23, 1996 that includes the requirement for the LCFPA to operate, maintain, repair, replace, and rehabilitate the Wyoming Valley Levee System in a manner compatible with the Project's authorized purposes and in accordance with applicable Federal and State laws, and

WHEREAS, on August 18, 1998 the LCFPA and County signed an agreement in setting forth their legal relationship concerning reimbursement by the LCFPA to County, and

WHEREAS, on June 22, 2011 the LCFPA and County signed a new agreement that superceded all prior agreements in setting forth their legal relationship concerning reimbursement by the LCFPA to County for the services it provides which are eligible Project expenses for the operation, maintenance, repair, replacement, and rehabilitation of the Project, and

WHEREAS, the LCFPA determined that it is capable to operate and perform its tasks as outlined in the Project Cooperation Agreement as an independent Authority, separate and distinct from the County as provided by law, and

WHEREAS, since its creation in 1996, the LCFPA has occupied, operated, and maintained a levee maintenance building located on County-owned land along Camryn Way, Forty Fort, and

WHEREAS, LCFPA is desirous to expand its existing levee maintenance building to better implement its operation, maintenance, repair, replacement, and rehabilitation responsibilities of the Project and

WHEREAS, Exhibit "A" to this agreement depicts the footprint of the proposed building expansion, and

WHEREAS, County is desirous of its support to the LCFPA and its proposed levee maintenance building expansion, and

WHEREAS, the parties are desirous of setting forth their legal relationship concerning the proposed levee maintenance building expansion, and

NOW THEREFORE, in consideration of the mutual promises contained herein it is agreed by and between the parties as follows:

1. LCFPA will pay all associated costs with regard to local and state permitting, engineering, and construction.
2. LCFPA shall provide all engineering and administrative functions required to manage the project.

1. TERMINATION

This Agreement may be terminated by either party at any time either with or without cause, by giving a minimum of ninety (90) days prior written notice of termination to the other party.

2. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties concerning the matters herein set forth and supplements all prior active Agreements between them respecting such matters.

3. NOTICES

Any notice which any party is required or may desire to give hereunder shall be in writing and may be personally delivered, transmitted by facsimile machine, or delivered by the United States Postal Service or private delivery service to the main offices of the other party. Notice is deemed when given when received.

4. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

5. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, representatives, successors, and assigns.

6. MODIFICATION

This Agreement may be modified only by a written document signed by both parties. A purported oral modification shall not be effective.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written:

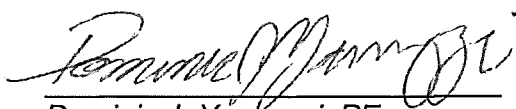
County of Luzerne

ATTEST:

Brian Swetz
Acting County Manager

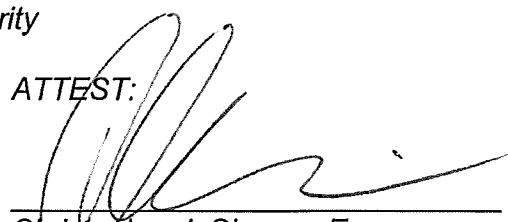
Harry Skene
Acting Chief Solicitor

Luzerne County Flood Protection Authority



Dominic J. Yanuzzi, PE
LCFPA Chairman

ATTEST:



Christopher J. Slusser, Esq
LCFPA Solicitor