

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9725

DATE 1-18-24

TITLE

RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL CONSULTING SERVICES WITH SEDA-COUNCIL OF GOVERNMENTS

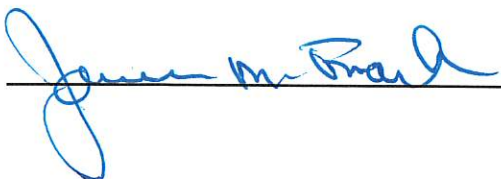
BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT that the Mayor and the City Controller are authorized to execute the attached contract for professional consulting services for federal programs with the SEDA-Council of Governments for FFY 2024 HUD CDBG Program.

BE IT FURTHER RESOLVED that said agreement will be binding upon both parties from January 1, 2024 and continue through the full expenditure of FFY 2024 HUD CDBG funds, not to exceed beyond December 31, 2031.

BE IT FURTHER RESOLVED that the total fees for the contract period are in a not-to-exceed amount of \$141,500 for all administrative services with additional costs for project activity management, environmental review, and labor standards are separate monetary value per activity as outlined in the agreement.

BE IT FURTHER RESOLVED that no payments shall be made until approval of the application by HUD and payment will be made only from HUD CDBG Annual Budgets.

Approved



City Clerk



President



**PROFESSIONAL & ADMINISTRATIVE SERVICES
AGREEMENT**

Made and entered into this _____ day of _____, 2024

By & Between

City of Williamsport, COSTARS Member Number 3130, hereinafter referred to as CITY, with its principal place of business at 100 W. Third Street, Williamsport, PA 17701,

And

SEDA-Council of Governments, hereinafter referred to as SEDA-COG, with its principal place of business at 201 Furnace Road, Lewisburg, PA 17837,

WITNESSETH THAT:

WHEREAS, CITY will receive an annual Community Development Block Grant (CDBG) from the US Department of Housing and Urban Development (HUD); and

WHEREAS, CITY desires SEDA-COG to provide a portion of the professional and administrative services required by the Grant; and

WHEREAS, HUD allows a portion of the grant to be used for planning and administration; and

WHEREAS, SEDA-COG has the required expertise and desires to provide these services; and

WHEREAS, SEDA-COG is considered a contractor based on the regulation, 2 CFR 200.331; and

WHEREAS, SEDA-COG has a standing ITQ (4400007410) for the provision of "Technical Assistance – Federal Grant and Loan Program" with the PA Department of General Services (DGS) and is an approved COSTARS provider under Contract Number 4400014141, satisfying the procurement requirements of the CDBG program; and

WHEREAS, SEDA-COG exists under the Intergovernmental Cooperation Act to serve its member communities of which CITY is one:

NOW, THEREFORE, and in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties hereto agree, with the intention of being legally bound hereby:

I. SERVICES

SEDA-COG agrees to provide to CITY the services hereinafter described or administration of the FFY 2024 CDBG Program:

- | | | |
|----|---|----------|
| A. | <u>Preparation of the 5-year Consolidated Plan</u> (FFY 2026 through 2030). This comprehensive document serves as the overarching blueprint for the CITY and is resultant of months of data collection, community meetings, public meetings and outreach. The total cost for this plan is \$33,000. It is hereby mutually agreed that CITY may pay this fee in three annual installments of \$11,000, as HUD CDBG funds are released. | \$11,000 |
| B. | <u>Preparation of the Annual Action Plan</u> defining CITY priorities and projects selected for implementation and funding. | \$7,500 |
| C. | <u>Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER)</u> . This annual report is required by HUD to review CITY's performance and progress toward the goals of the Consolidated Plan. | \$7,000 |
| D. | <u>Development of the Citizen Participation Plan and Implementation Process</u> , including hearings, notices and follow-up. | \$4,500 |
| E. | <u>Management of Existing Policies and Plans</u> to meet the HUD criteria. | \$7,500 |
| F. | <u>Affirmatively Furthering Fair Housing</u> Plan development, implementation per HUD mandate, facilitation with Request for Proposals associated with undertaking Analysis of Impediments. | \$6,500 |
| G. | <u>Evaluation of Proposed Activities</u> to qualify for federal financial assistance including assessment of eligibility and fundability including any required budget modifications and/or plan amendments. SEDA-COG shall not be responsible for eligibility or fundability compliance for activities that are managed by CITY staff. | \$22,000 |
| H. | <u>Financial and Grant Management</u> including operations of the HUD Integrated Disbursement and Information System (IDIS) creating activities and reporting impacts, as well as developing and maintaining the SEDA-COG Access database and filing system. This system will support the CITY's financial management system. | \$19,500 |
| I. | <u>Compliance Performance Review</u> will be undertaken, on site, by HUD. SEDA-COG shall participate, assist, and provide follow-up responses. SEDA-COG shall not be responsible for compliance deficiencies for activities managed by CITY staff. | \$15,500 |
| J. | <u>Provide Technical Assistance</u> in connection with the implementation and management of activities for compliance with applicable regulations. | \$7,500 |
| K. | <u>Provide Advice and Assistance</u> in pursuit of other project funds. | \$5,500 |
| L. | <u>Provide Activity Management</u> assisting engineers and contractors in performance of duties related to the CITY CDBG program. | \$27,500 |

- M. Environmental Reviews including 8 step Flood Plain Reviews, shall be completed at a cost of \$4,000, charged to the specific activity line item as a delivery cost, except that Environmental Exemptions shall be completed at no cost.
- N. Labor Standards Enforcement shall be provided by SEDA-COG at a cost of \$1,500 per activity, plus \$200 per week of construction work, charged to the specific activity line item as a delivery cost.

II. INDEMNIFICATION

CITY shall indemnify, save harmless and defend SEDA-COG, its officers, directors, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from CITY, its contractors, employees or agents, by or on account of its act, omission, neglect or misconduct, or itself, its contractors, employees or agents, during the performance of this Agreement or thereafter, or to any other cause whatever.

SEDA-COG shall indemnify, save harmless and defend CITY, its officers, directors, agents and employees from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, by or from SEDA-COG, its contractors, employees or agents, by or on account of its act, omission, neglect or misconduct, or itself, its contractors, employees or agents, during the performance of this Agreement or thereafter, or to any other cause whatever.

III. PERIOD OF SERVICE

SEDA-COG services shall commence effective January 1, 2024 and continue through the full expenditure of CITY's FFY 2024 federal CDBG funds, but not beyond December 31, 2031.

IV. COMPENSATION

The total cost for SEDA-COG administrative services shall not exceed \$141,500. Payment shall be made based on a percentage of services completed. No payments shall be made until approval of the application by HUD. Delivery costs (Activity Management, Environmental Review, and Labor Standards) shall be invoiced separately as activity costs. The CITY shall issue payment to SEDA-COG within 60 days of receipt of an invoice.

V. RECORDS

SEDA-COG shall maintain a separate record of accounts for all of its performances of services to CITY under this Agreement. Further, SEDA-COG shall retain all records for a period of not less than three years from activity close-out.

VI. NON-DISCRIMINATION

No person may be excluded from participation in, denied benefits from, or otherwise discriminated against on the basis of race, creed, color, national origin, religion, sex, handicap, or age.

VII. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, SEDA-COG agrees as follows:

- A. SEDA-COG shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity national origin, or age. SEDA-COG shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin or age. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SEDA-COG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause, as included in Attachment A, hereto attached.
- B. SEDA-COG shall, in all solicitations or advertisements for employees placed by or on behalf of SEDA-COG, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or age.
- C. SEDA-COG shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. SEDA-COG shall furnish all information and reports required by CITY and HUD, and will permit access to all books, records, and accounts by CITY or HUD for the purposes of investigation to ascertain compliance with the requirements set forth in this clause.
- E. In the event of SEDA-COG's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and CITY may be declared ineligible for further government contracts or federally assisted contracts, and such other sanctions may be imposed and remedies invoked, or as otherwise provided by law.
- F. SEDA-COG shall include paragraphs A through E of this section in every subcontract or purchase order funded with CDBG funds so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as CITY or the HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance.

VIII. PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

Section 3 Goals: Section 3 24 CFR Part 135 has been updated to the New Rule, 24 CFR Part 75. The New Rule for Section 3, 24 CFR Part 75, is applicable for projects for which the total amount of federal assistance is greater than \$200,000. Section 3 does not apply to professional services; however, the professional

service provider is still encouraged to follow the Municipality's Section 3 Action Plan for Section 3 and Targeted Section 3 Labor Hours. The new 24 CFR Part 75 rule does apply to construction contracts and the professional service provider is expected to assist with facilitation of these efforts for compliance. Professional Service firms who hire Section 3 or Targeted Section 3 workers can count those labor hours as Section 3, or Targeted Section 3, but should be excluded from the total number of labor hours. Benchmarks are only qualified as being met if Section 3 Laborer Hours = 25%, and Targeted Section 3 Labor Hours = 5% of the total number of labor hours.

IX. TERMINATION.

Either party has the right to terminate this contract within 30 days' notice. The City shall pay all services rendered up to the point of termination within 30 days from the date in which the City receives an invoice from SEDA-COG

X. MISCELLANEOUS

- A. This Agreement supersedes all other agreements or understandings between the parties with regard to the program described herein. It is based upon a proposal previously submitted to CITY by SEDA-COG, accepted by CITY as evidenced by signature hereof. Said proposal is herein incorporated by reference.
- B. Any amendments, deletions, additions, substitutions, or cancellations of this Agreement shall be in writing and signed by both parties.
- C. In carrying out this Agreement, both parties agree to comply with all federal, state, and local laws, regulations, and executive orders.
- D. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.
- E. In the event that any audit of the program is required by any agency of government, the parties hereto agree to allow duly authorized examiners full access to and the right to examine any pertinent books, papers, documents, and records within their custody or control.
- F. The invalidity of any one or more of the phrases, clauses, sentences, or paragraphs contained in this Agreement shall not affect the remaining portions of this Agreement.

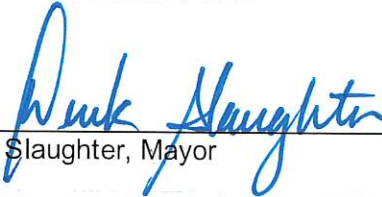
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year aforesaid.

ATTEST:

CITY OF WILLIAMSPORT



Janice Frank, City Clerk



Derek Slaughter, Mayor

ATTEST:

SEDA-COUNCIL OF GOVERNMENTS

Rosemary Orner, Executive Assistant

Kim Wheeler, AICP, Executive Director



Margaret J. Phadring
Controller

ATTACHMENT A
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- 3.** Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- 4.** Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established worksite.
- 6.** The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- 7.** The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents

that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- 9.** The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.