CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9766 **DATE** 4-11-24

TITLE

RESOLUTION AUTHORIZING AN AMENDMENT (2) TO 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 FFY2021.

BE IT FURTHER RESOLVED that said agreement will be binding upon both parties from April 11, 2024 and continue through the full expenditure of FFY 2021 HUD CDBG funds, not to exceed beyond June 30th,2026

BE IT FURTHER RESOLVED that SEDA-COG shall develop a second amendment to the City's 2019 Annual Action Plan. The purpose of this amendment shall be to reallocate CDBG-CV funds from the Splash Pad Installation activity to the new Newberry Park Improvements activity. SEDA-COG shall orchestrate the public participation process in accordance with the CITY's Citizen Participation Plan. SEDA-COG shall be responsible for the cost to advertise the public hearing notice in a local newspaper of general circulation. The compensation for this service shall be $2,900.

BE IT FURTHER RESOLVED that 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.

BE IT FURTHER RESOLVED that Labor Standards Enforcement shall be provided by SEDA-COG at a cost of $3,900 charged to the specific activity line item as a delivery cost

Approved

City Clerk

President

AMENDMENT 2 TO
PROFESSIONAL & ADMINISTRATIVE SERVICES
AGREEMENT

This Amendment (AMENDMENT) to the Professional and Administrative Services Agreement (AGREEMENT) is made this _____ day of _____, 2024 by and between the City of Williamsport (CITY) and SEDA-COUNCIL OF GOVERNMENTS (SEDA-COG).

WHEREAS, the CITY and SEDA-COG entered into a Professional and Administrative Services Agreement dated May 26, 2022 relative to the administration and delivery of the City's FFY 2021 Community Development Block Grant (CDBG); and

WHEREAS, it has become necessary to amend the AGREEMENT.

NOW THEREFORE, intending to be legally bound and to so bind their respective successors and assigns and incorporating the recitals hereinabove set forth by reference, City and SEDA-COG hereby agree to make the following changes to the AGREEMENT:

SECTION I. SERVICES

A. SEDA-COG shall develop a second amendment to the City's 2019 Annual Action Plan. The purpose of this amendment shall be to reallocate CDBG-CV funds from the Splash Pad Installation activity to the new Newberry Park Improvements activity. SEDA-COG shall orchestrate the public participation process in accordance with the CITY's Citizen Participation Plan. SEDA-COG shall be responsible for the cost to advertise the public hearing notice in a local newspaper of general circulation. The compensation for this service shall be $2,900.

B. 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.

C. Labor Standards Enforcement shall be provided by SEDA-COG at a cost of $3,900 charged to the specific activity line item as a delivery cost.

SECTION II. PERIOD OF SERVICE

SEDA-COG services shall continue until June 30, 2026.

SECTION III. COMPENSATION

As a result of the changes implemented as a result of this AMENDMENT, SEDA-COG shall be compensated an additional $2,900 of administration funds by the CITY. $7,900 of Delivery costs (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 on an invoice.

The total cost for these administrative and delivery services shall not exceed $10,800.00 Payment shall be made based on a percentage of services completed. SEDA-COG shall provide to CITY an acceptable invoice for each payment. All payments shall be contingent upon receipt of funds by CITY from the US Department of Housing and Urban Development.

All other terms and conditions of the AGREEMENT are hereby reaffirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this AMENDMENT intending to be legally bound hereby.

ATTEST:

CITY OF WILLIAMSPORT

_____

Janice Frank , City Clerk

_____

Derek Slaughter, Mayor

SEDA-COUNCIL OF GOVERNMENTS

ATTEST:

_____

Rosemary Orner, Executive Assistant

_____

Kim Wheeler, AICP, Executive Director