CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9891 **DATE** 2-13-25

TITLE

A RESOLUTION OF THE CITY OF WILLIAMSPORT AUTHORIZING THE EXECUTION OF A CUSTOMER FACILITIES INTAKE AND INCOME VERIFICATION ADMINISTRATIVE SERVICES AGREEMENT WITH SEDA-COUNCIL OF GOVERNMENTS

WHEREAS, the City of Williamsport has been awarded Community Development Block Grant (CDBG) funds to administer the Owner-Occupied Single-Family Rehabilitation Grant Assistance Program; and

WHEREAS, the City requires administrative services to carry out the income verification intake process necessary to determine eligibility for program applicants; and

WHEREAS, SEDA-Council of Governments ("SEDA-COG") has the required expertise and has agreed to provide such administrative services under the terms set forth in the attached Customer Facilities Intake and Income Verification Administrative Services Agreement (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED that the City hereby approves and authorizes the execution of the attached Agreement with SEDA-COG related to administration of the Owner-Occupied Single-Family Rehabilitation Grant Assistance Program. The appropriate City officials are hereby authorized to execute the Agreement and take such actions as may be necessary to implement and carry out the intent of this Resolution.

Approved

Janice M. Frank
City Clerk

President

EQUAL HOUSING OPPORTUNITY

CUSTOMER FACILITIES
INTAKE AND INCOME VERIFICATION
ADMINISTRATIVE SERVICES AGREEMENT
OWNER OCCUPIED SINGLE FAMILY REHABILITATION

Made and entered into this 13th day of Feb, 2025;

By and Between

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

City of Williamsport, hereinafter referred to as CITY, with its principal place of business at 100 West 3rd Street, 17701.

WITNESSETH THAT:

WHEREAS, CITY has been awarded a Community Development Block Grant (CDBG); and

WHEREAS, CITY desires SEDA-COG to carry out the income verification intake process for the Owner Occupied Single Family Rehabilitation Grant Assistance program; and

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

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

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 the services hereinafter described to carry out an income verification intake and screening process necessary to determine homeowners who meet income-eligibility requirements for the Owner Occupied Single Family Rehabilitation Grant Assistance Program:

A. Development and preparation of all materials and documents necessary to carry out the application intake and screening process, including the development and printing of the application form, income verification forms, and various correspondence and certification documents.

B. Development and distribution of necessary public information pieces.

C. Establishment and operation of a telephone number for applicants to use in scheduling appointments. SEDA-COG staff shall receive the calls, schedule appointments, and provide preliminary application instructions to the callers.

D. SEDA-COG will provide a representative at a suitable public building to be determined by the CITY for all scheduled appointments. This person shall meet the applicant, present the

program, complete the application, and copy relevant application data. CITY shall provide a photocopier for use by SEDA-COG staff at this location.

E. Completed application files shall be reviewed by SEDA-COG staff, and a decision of eligible or ineligible shall be rendered. Questions or complications shall be settled by an independent senior staff person at SEDA-COG who is not involved in the intake process.

F. After the application analysis has been completed, SEDA-COG shall maintain applicant files and shall merge additional supporting documentation with each file, as required.

G. Upon completion of the analysis, SEDA-COG shall notify the CITY of the number of appointments, number of applicants, number of eligible applicants, number of ineligible applicants, and the number of incomplete (therefore ineligible) applications.

H. SEDA-COG will accept and resolve all written appeals. Each appeal shall be re-evaluated by a second supervisory staff person at SEDA-COG before a final decision is rendered. Any applicant filing an appeal will receive a written decision. SEDA-COG will advise the CITY of the appeal process results.

I. SEDA-COG will perform a financial review to determine the level of assistance per applicant and will advise the CITY of the proper disbursement of funds.

II. COOPERATION AND ABANDONMENT

CITY agrees to cooperate fully with SEDA-COG and its staff or agent to carry out the program. In the event that CITY abandons the program or indefinitely postpones it, SEDA-COG may terminate this Agreement by sending a ten (10) day written notice of its intention to terminate. Thereafter, SEDA-COG shall have no further duties under this Agreement. Termination by SEDA-COG under this paragraph shall not relieve CITY from its duty to pay for the services rendered or to reimburse costs, if any, in accordance with the fee provisions of this Agreement.

III. INDEMNIFICATION

A. 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 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. Indemnification shall not apply in the case of negligence on the part of SEDA-COG staff or employees.

B. 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 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. Indemnification shall not apply in the case of negligence on the part of CITY staff or employees.

IV. COMPENSATION AND REIMBURSEMENT

SEDA-COG shall be compensated by CITY for its services as follows:

A. For each completed (applicant signed) application - $180.00.

Payment shall be made based on the actual number of applications plus reimbursable costs.

SEDA-COG shall provide an acceptable invoice for each payment.

V. RECORDS

SEDA-COG shall maintain a separate record of accounts for the performance of all services under this Agreement. Further, SEDA-COG shall retain all records for a period of not less than three years from project 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, or national origin. 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, creed, religion, sex, handicap, age, or national origin. 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.

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, creed, handicap, religion, sex, 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 the Department of Community and Economic Development, and will permit access to all books, records, and accounts by the Commonwealth 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 in 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 the Commonwealth may direct as a means of enforcing such provisions, including sanctions for noncompliance.

VIII. PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is on a project assisted under the Department of Community and Economic Development CDBG program, which provides federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in or owned, in substantial part, by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. SEDA-COG shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. SEDA-COG shall include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of these regulations. SEDA-COG will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not allow any subcontract unless the

subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

IX. TERMINATION FOR BREACH OF AGREEMENT

If either party substantially fails to perform a material promise herein, which failure is not cured within ten (10) days after receiving written notice of the failure, the non-breaching party may declare this Agreement to be terminated and such nonbreaching party shall be relieved of remedies provided by law if legal proceedings are required to compensate for the breach. Court costs and reasonable attorney's fees shall be added as separate elements of damage to be awarded to the nonbreaching party.

X. MISCELLANEOUS

A. This Agreement supersedes all other agreements or understandings between the parties with regard to the program described herein.

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. SEDA-COG reserves the right to assign portions of this contract at SEDA-COG's sole discretion.

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:

Janice Frank, City Clerk
(SEAL)

CITY OF WILLIAMSPORT

Derek Slaughter, Mayor

ATTEST:

Rosemary Orner, Executive Assistant

SEDA-COUNCIL OF GOVERNMENTS

Kim Wheeler, AICP, Executive Director