CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9892 **DATE** 2-13-25

TITLE

A RESOLUTION AUTHORIZING A PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND SEDA-COUNCIL OF GOVERNMENTS FOR ENVIRONMENTAL REVIEW SERVICES FOR THE WILLOW STREET PROJECT

WHEREAS, the City of Williamsport ("City") is required by the U.S. Department of Housing and Urban Development (HUD) and the Pennsylvania Department of Community and Economic Development (DCED) to complete Environmental Reviews under the National Environmental Policy Act of 1969 ("NEPA") and Section 106 of the National Historic Preservation Act for its Community Development Block Grant (CDBG) projects; and

WHEREAS, the City is undertaking the Willow Street Project under its CDBG program; and

WHEREAS, SEDA-Council of Governments ("SEDA-COG") has the expertise and capacity to provide the required Environmental Review services for the Willow Street Project and is an approved COSTARS provider; and

WHEREAS, the City desires to engage SEDA-COG to perform these Environmental Reviews as outlined in the attached Professional & Administrative Services Agreement ("PSA").

NOW, THEREFORE, BE IT RESOLVED, that the City hereby approves and authorizes the execution of the attached PSA with SEDA-COG for the Willow Street Project. The appropriate City officials are authorized to sign the PSA and any related documents and to take all further action necessary to carry out the intent of this Resolution.

Approved

City Clerk

President

PROFESSIONAL & ADMINISTRATIVE SERVICES AGREEMENT
NEPA ENVIRONMENTAL REVIEW

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

By & Between

City of Williamsport, COSTARS Member Number 3130, hereinafter referred to as CITY, with its principal place of business at 1550 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 is required by the Pennsylvania Department of Community and Economic Development (DCED) to undertake Environmental Reviews in accordance with the National Environmental Policy Act of 1969 and Section 106 of the National Historic Preservation Act for the project activities funded through the Community Development Block Grant Program; and

WHEREAS, CITY desires to subcontract SEDA-COG to provide these services; 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, CITY has designated the Environmental Certifying Officer in accordance with the National Environmental Policy Act of 1969; and

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

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:

A. Environmental Review

SEDA-COG shall undertake, and complete Environmental Reviews as required and requested by CITY for project activities associated with their Community Development Block Grant Program.

The CITY agrees that it will provide to SEDA-COG a complete project description, location map(s), photographs, and any additional information for each project activity to be reviewed by SEDA-COG. SEDA-COG will determine the level of review required based upon the nature of the project and through interaction with the CITY and DCED, as necessary. Upon determination that this project is Exempt, Categorically Excluded, or requires and Environmental Assessment, SEDA-COG will perform same. Additionally, if required, SEDA-COG will conduct the Eight-Step Floodplain Review. During the process, SEDA-COG will develop all narratives, make all third-party contacts, consolidate all comments, and develop the required Environmental Review Record. SEDA-COG will also prepare all necessary legal advertisements and public notices for publication (costs associated with the publication will be the responsibility of the CITY) and submit the necessary records and notices to DCED. Should any projects require a Tier II Environmental Review, SEDA-COG will prepare and submit all required documentation. The Environmental Review efforts by SEDA-COG will culminate in the release of conditions for the project activity. One bound copy, including the Release of the Funds and DCED approved Authority to Use Grant Funds shall be provided to the CITY.

B. Technical Assistance – Environmental Review

SEDA-COG shall provide technical assistance to CITY associated with Environmental Reviews in the event CITY elects to undertake Environmental Reviews in house.

SEDA-COG shall provide technical assistance to CITY staff as needed. CITY inquiries to SEDA-COG staff totaling 3 per work week shall be offered with no fee for service. If more than 3 inquiries for technical assistance are received within a work week, a fee of $45.00/hour will be implemented.

SEDA-COG cannot be responsible for work performed by the CITY to fulfill the Environmental Review requirements.

II. COOPERATION AND ABANDONMENT

CITY agrees to cooperate fully with SEDA-COG and its staff 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

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.

IV. COMPENSATION

A. Compensation for Environmental Review

SEDA-COG will complete single project reviews requiring Categorial Exclusion Subject to 24 CFR 58.35 or requiring Environmental Assessments, including Floodplain Review, at a cost of $4,000.00. For multiple projects undertaken concurrently and included in the same review, an additional fee of $1,500.00 for each project will be charged. The cost for a Tier 2 Environmental Review is $5,700.00 (The Tier 1 costs are $4,000, with SEDA-COG agreeing to complete up to 10 separate Tier 2 actions for a lump sum cost of $1,700.) Environmental Reviews for exempt activities and Categorical Exclusions Not Subject to 24 CFR 58.35 will be documented at no cost.

Although it is not anticipated, if additional consultation services are required as part of the Environmental Review, SEDA-COG agrees to provide the CITY with an estimated cost before engaging in any additional services. Examples of such additional services might include (1) extended consultation with the Pennsylvania Historical and Museum Commission (PHMC) regarding archeological or historical concerns; (2) assistance to the CITY in securing professional archeological/historical consulting service, if required by PHMC; and (3) assistance to the CITY in reviewing archeological/historical investigations and reports completed as part of the project. SEDA-COG will update the CITY if any additional services are required as part of this Environmental Review and receive CITY approval before embarking upon any additional services.

Payment shall be made upon issuance of the Environmental Review Record. SEDA-COG shall provide to the CITY an acceptable invoice for payment.

B. SEDA-COG staff will provide CITY with technical assistance on Environmental Review matters, as needed. SEDA-COG shall provide up to three technical assistance inquiries in a work week to CITY at no additional cost. Technical assistance inquiries exceeding 3 per work week shall be tracked and invoiced to CITY Based on $45.00/hour.

V. TERM

This agreement shall be effective January 13, 2025, through January 12, 2065.

VI. 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 (3) years from DCED's contract closeout with HUD.

VII. NON-DISCRIMINATION

No person may be excluded from participation in, denied benefits from, or otherwise discriminated against on the basis of race, color, religion, gender identity, sexual orientation, national origin, or age.

VIII. 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, gender identity, sexual orientation, 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, gender identity, sexual orientation, 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, gender identity, sexual orientation, 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 DCED, and will permit access to all books, records, and accounts by CITY or 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 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 Commonwealth may direct as a means of enforcing such provisions, including sanctions for noncompliance.

IX. PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is on an activity assisted under the DCED CDBG program which provides federal financial assistance from the Department of Housing and Urban Development but is below the threshold that would subject it to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

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 which would prevent them from complying with these requirements.

C. SEDA-COG shall send to each labor organization or representative of workers with which he 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 activity 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 let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

X. 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 non-breaching party shall be availed all remedies provided by law.

XI. 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. 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

_____
Janice Frank, City Clerk

_____
Derek Slaughter, Mayor

ATTEST:

SEDA-COUNCIL OF GOVERNMENTS

_____
Rosemary Orner, Executive Assistant

_____
Kim Wheeler, Executive Director

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 work site.

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.

Derek Slaughter, Mayor

Margaret Woodring, Controller

Janice Frank, City Clerk