

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9275

DATE 3-31-22

TITLE

## RESOLUTION AWARDING CONTRACT TO UHY ADVISORS FOR AMERICAN RESCUE PLAN ACT (ARPA) COMPLIANCE AND OVERSIGHT

**WHEREAS**, the City of Williamsport is seeking a firm to conduct American Rescue Plan Act (ARPA) compliance and oversight; and

**WHEREAS**, UHY Advisors responded to the City's Request for Proposals (RFP) to conduct said compliance and oversight; and

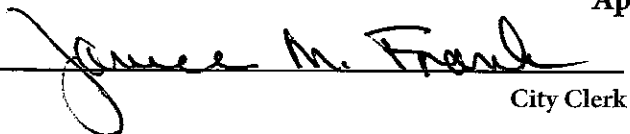
**WHEREAS**, UHY Advisors are qualified and certified to perform said duties; and

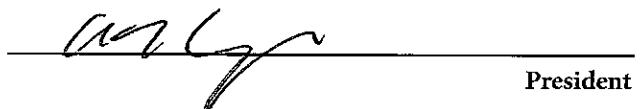
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Williamsport, Lycoming County, Pennsylvania, that UHY Advisors is awarded the ARPA compliance and oversight services contract at a rate of \$85,000/year for three (3) years for a total of \$255,000, with services to be provided per the attached proposal

and

**BE IT FURTHER RESOLVED**, the Mayor and City Controller are authorized to execute any documents necessary to effectuate the intent of this Resolution, and the City Clerk be authorized and directed to attest and seal same, including but not limited to a written contract reflecting the terms of the proposal.

Approved

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
President

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of March 2022 (the "Effective Date"), by and between UHY CONSULTING, INC. a Delaware corporation ("UHY"), and City of Williamsport, Pennsylvania. ("City").

### Statement of Purpose

The parties desire to enter into this Agreement pursuant to which UHY will provide City with certain thought leadership or professional services, as specified within the Proposal dated March 24, 2022 provided by UHY to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration the parties hereby agree as follows:

1. Engagement.

a. City hereby agrees to hire UHY, and UHY hereby agrees to perform certain services for City, pursuant to the terms of this Agreement. For each project (a "Project") that City desires UHY to perform services (the "Services"), a detailed description of the Services, as well as any terms and conditions relating thereto, shall be set forth in detail in a "Statement of Work" in the form of Exhibit A attached hereto. Each such Exhibit A shall be signed by the parties. The parties at any time may execute and deliver a new Statement of Work relating to Services to be performed by UHY for City for a new Project, and any such Statement of Work shall be governed by this Agreement except as set forth therein. Notwithstanding anything in this Agreement to the contrary, UHY shall not be under any obligation to perform Services under this Agreement (except for those set forth in the initial Statement of Work entered into by the parties), and UHY may refuse to perform Services or enter into a Statement of Work for any reason in its sole discretion (except for those set forth in the initial Statement of Work entered into by the parties). In the event any of the terms of this Agreement conflict with the terms set forth in a Statement of Work, the terms of the Statement of Work shall control.

b. UHY represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with then prevailing industry standards and practices.

c. UHY represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Agreement and agrees to comply in all material respects with all applicable federal, state and local statutes, regulations, codes, ordinances and policies in performing its obligations under this Agreement.

2. Term; Termination.

a. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days prior written notice to the other party.

Notwithstanding the foregoing, either party may immediately terminate this Agreement upon written notice to the other party if the other party (i) has materially breached the terms of this Agreement beyond any applicable cure period; or (ii) becomes insolvent or files for bankruptcy protection, or has a receiver appointed.

b. Upon termination of this Agreement for any reason, UHY shall be entitled to receive from City all compensation earned and all expense reimbursements owed as set forth in Section 3 below. City shall pay UHY the compensation and expense reimbursements owed as described above pursuant to the terms of this Agreement.

c. If either party terminates this Agreement prior to the completion of a Project, UHY shall complete the performance of Services pursuant to any open Statement of Work, even if such Services extend beyond the termination date, and City shall compensate UHY for the Services performed or to be performed pursuant to open Statement of Work and as provided for in this Agreement.

### 3. Compensation; Payment Terms; Expenses.

a. In consideration for the performance of the Services by UHY under this Agreement, City will pay UHY the fees and compensation reflected on each Statement of Work executed pursuant to this Agreement (the "Services Fee"), as described in Exhibit B. As the Services Fee will vary depending on the scope of Services performed on each Project, each Statement of Work will detail the agreed upon Services Fee. UHY shall be responsible and liable for any and all related costs and expenses on a Project, except for such reimbursable expenses as may be mutually agreed upon by City and UHY in the Statement of Work. UHY shall be reimbursed for any pre-approved travel and expenses associated with the performance of Services at any location other than the principal office of UHY.

b. UHY will periodically provide City with an invoice supporting any request for fee payment or reimbursement of expenses. City shall pay all invoices received by it from UHY within thirty (30) days of City's receipt of such invoices (the "Due Date").

c. In the event City fails to pay UHY all amounts owed under any invoice by the Due Date, and such failure to pay continues for five (5) days after the Due Date, UHY may: (i) in its sole discretion, suspend its performance of the Services for City until it is paid in full all amounts then owed (including all interest payable hereunder); and (ii) charge interest on all overdue sums hereunder at the rate of interest of eighteen (18.0%) percent per annum from the date such payment is due until paid.

### 4. Independent Contractor Status; Use of Affiliated Entities.

a. UHY's relationship with City hereunder shall be that of an independent contractor and as such, UHY shall perform its obligations under this Agreement as an independent contractor and not as an agent or joint venture partner of City. UHY shall be solely responsible for and shall pay any and all income taxes, fees and assessments (and all interest or penalties thereon) of every kind and nature arising by reason of or in connection with UHY's performance under this Agreement.

b. UHY has a contractual arrangement with UHY LLP whereby UHY LLP provides UHY with professional and support personnel and performs all services in connection with UHY engagements for which licensure as a CPA firm is required. In addition, UHY may use employees from one or more affiliated entities to perform Services under this Agreement in order to efficiently and expeditiously perform the Services. City hereby acknowledges UHY and agrees to the use of UHY LLP

professional and support personnel for any Projects for which licensure as a CPA firm is required, as well as UHY's use of any employees from any of its affiliated entities on a Project as determined by UHY in its sole discretion. UHY LLP is an independent firm of certified public accountants which performs attest services in an alternative practice structure with UHY and its affiliated companies; however, as used in this Agreement, all references to "affiliates" or "affiliated entities" of UHY or terms of similar import shall be deemed to be inclusive of UHY LLP.

c. UHY may use independent contractors from one or more affiliated entities to perform Services under this Agreement in order to efficiently and expeditiously perform the Services. City hereby acknowledges City and agrees to UHY's use of independent contractors from any of its affiliated entities on a Project as determined by UHY in its sole discretion.

d. On each Statement of Work, UHY shall designate a Project Manager who will be the main point of contact for City on each Project.

5. Intellectual Property Rights.

a. The parties hereby agree that all writings, tapes, recordings, computer programs, designs, and other works in any tangible medium of expression, regardless of the form or medium, which have been or are prepared by UHY in connection with rendering the Services hereunder (collectively the "Work Product") shall belong solely and exclusively throughout the world by UHY. Upon receipt of all amounts owed by City to UHY with respect to the Project for which the Work Product was created, UHY shall assign, grant, and deliver to City solely, exclusively and irrevocably throughout the world all ownership and copyrights in and to the Work Product. Notwithstanding the foregoing, City hereby agrees that UHY is entitled to keep and maintain one (1) copy of each of the various types of Work Product for its records after any assignment of the Work Product by UHY to City. In addition, notwithstanding the foregoing or anything in this Agreement to the contrary, City acknowledges City and agrees that it shall have no rights in or to any of the processes, products or intellectual property utilized by UHY in the performance of the Services, to the extent that such processes, products or intellectual property are outside of the Work Product.

b. City agrees that if it is satisfied with UHY's performance and delivery of Services it will serve as a reference for UHY if requested to do so by UHY. In addition, if City is satisfied with UHY's performance and delivery of Services, City agrees to grant UHY a limited license to use City's name and any marks of City on UHY's website and in any UHY marketing or promotional materials.

6. Changes to Services; Changes to Service Fee. From time to time, City may request change to the scope of Services being performed by UHY pursuant to an executed Statement of Work (a "Request for Changes"). City shall make a Request for Change by submitting a written request to City specifying the change or changes to Change warrants an increase to the Services Fee being paid to UHY for the Services, or changes to any other terms set forth in this Agreement or the applicable Statement of Work, then UHY shall inform City of the adjustment to the Services Fee (or any other change in terms) necessitated by the Request for Change. In no event shall a Request for Change result in a downward adjustment to the Services Fee being paid to UHY as set forth on the applicable Statement of Work. If City accepts UHY's quote for adjustment to its Services Fee, then the parties shall complete an Amended Statement of Work setting forth the new terms.

7. Obligations of City. In addition to all other obligations required of it under this Agreement, City shall (i) timely provide UHY with all information necessary for UHY to perform the Services; (ii)

respond promptly to all requests by UHY for information required for UHY to be able to perform the Services, as well as any issues that UHY encounters in its performance of the Services requiring consultation with City; and (iii) assign one (1) individual to be primarily dedicated to managing the provision of the Services on a Project and the relationship with UHY under this Agreement (the "City Project Coordinator"). City Project Coordinator for each Project shall be set forth on each Statement of Work. City Project Coordinator shall be generally available to UHY in order to communicate with UHY regarding any issues relating to a Project or Services, use reasonable efforts to participate in meetings or conference calls with UHY, and have the necessary authority to ensure that City is able to fulfill its obligations as described in (i) and (ii) above.

8. Confidentiality.

a. UHY agrees (i) to hold in trust and confidence for City and to not disclose to any third party without prior written consent of City, the Confidential Information (as defined below) of City, whether it is tangible or intangible, (ii) not to use the Confidential Information for UHY's personal benefit or for the benefit of any third party, and (iii) at the request of City, to return to City all Confidential Information which is tangible upon the termination of this Agreement. Notwithstanding the foregoing, City agrees and acknowledges that UHY may disclose or use Confidential Information as UHY reasonably determines is necessary for its performance under this Agreement, including, but not limited to, disclosure to any representative of an affiliated entity involved in the performance of the Services. For purposes of this Agreement, the term "Confidential Information" shall mean all non-public information of City that is the subject of efforts by City that are reasonable under the circumstances to maintain its secrecy. The term Confidential Information shall specifically exclude data or information (aa) which has been voluntarily disclosed to the public by City; (bb) which has been independently developed and disclosed by others; or (cc) which has otherwise entered the public domain through lawful means. If UHY receives a subpoena or order from a court or agency of competent jurisdiction which would require the disclosure of Confidential Information, UHY will promptly notify City in writing of its receipt of the subpoena or order so that City has a reasonable opportunity to oppose or challenge such disclosure at City's sole expense. UHY will promptly cooperate with all reasonable requests of City in this regard at City's sole expense. UHY will not be deemed to have breached this Agreement to the extent disclosures are made by UHY pursuant to a subpoena or order from a court or agency of competent jurisdiction, or as otherwise may be required under applicable law.

9. Limitation of Liability.

a. IN NO EVENT SHALL UHY, ANY ENTITY AFFILIATED WITH UHY, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR LOST PROFIT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR UHY'S PERFORMANCE OF THE SERVICES, OR FAILURE TO PERFORM SERVICES, EVEN IF GIVEN ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

10. Disclaimer of Warranties. EXCEPT FOR THE SPECIFIC WARRANTIES GRANTED BY UHY IN SECTION 1 OF THIS AGREEMENT, UHY GRANTS THE CITY NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION,

## WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ITS PERFORMANCE OF THE SERVICES.

### 11. Indemnification and Limitation of Liability

a. City shall indemnify and hold harmless UHY, entities affiliated with UHY and their respective, officers, directors, members, managers, employees and agents (each a “UHY Party” and collectively, the “UHY Parties”) against any and all losses, damages, judgments, amounts paid in settlements and expenses (including attorneys’ fees actually incurred) (collectively, “Losses”) incurred by UHY or any UHY Party by reason of (i) any breach of any covenant, representation or warranty made by City in this Agreement or any Statement of Work, or (ii) City’s gross negligence or willful misconduct relating to its performance under this Agreement. City shall no liability whatsoever for any special, exemplary, consequential, punitive or other damages that are solely of a compensatory knowledge,

b. UHY shall indemnify and hold harmless City and its officers, directors, members, managers, employees and agents (each a “City Party” and collectively, the “City Parties”) against any and all Losses incurred by City or any City Party by reason of (i) any breach of any covenant, representation or warranty made by the UHY in this Agreement or any Statement of Work, or (ii) UHY’s gross negligence or willful misconduct relating to its performance under this Agreement.

12. Assignment. The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of such parties. This Agreement may not be assigned by either party without the prior written consent of the other party.

13. Governing Law, Jurisdiction, and Venue. This Agreement has been entered into under and shall be governed by the laws of the Commonwealth of Pennsylvania. The parties agree that the state and federal courts located in Lycoming County, Pennsylvania, shall be the sole and exclusive jurisdiction and venue for all disputes between the parties under this Agreement. UHY hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in Lycoming County, Pennsylvania for adjudication of all disputes between the parties under this Agreement and/or otherwise related to the parties’ relationship. UHY hereby waives any objections or defenses to jurisdiction or venue in any such proceeding before such court.

14. Notices. Any notices required, or sought to be provided, under the terms of this Agreement shall be deemed effective if delivered by U.S. certified mail return receipt requested, or overnight courier service with a receipt signed by the party to whom it is addressed, or by facsimile transmission provided a confirming receipt was created by sender’s machine at time of transmission, and sent to the addresses or facsimile numbers on the last page, which addresses or numbers may be changed from time to time, in a writing by the party whose address or number has changed.

15. Mutual Construction. Both parties have had an opportunity to review this Agreement and request Change hereto, and this Agreement shall be construed as though the parties drafted it equally.

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to constitute any original, but all of which together shall constitute one and the same documents.

17. Merger. This Agreement and all Statements of Work, and the Proposal dated March 24, 2022 provided by UHY to the City constitute the entire agreement of the parties in regard to the Services

to be performed by UHY and supersede any prior agreement, whether written or oral, between the parties in regard to such engagement.

18. Modification and Waiver. This Agreement may not be amended or modified except in a written document signed by authorized representatives of the parties. Failure of either party to insist, in one or more instances, on performance in strict accordance with the terms and conditions of the Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the waiving party.

19. Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 2(b), 2(c), 3(c), 5 and 8 through 20 shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

20. Attorneys' fees and Costs. In the event of any dispute between the parties arising out of or related to this Agreement, the substantially prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

IN WITNESS WHEREOF, City and UHY have hereunto caused this Agreement to be executed by their respective duly authorized corporate officers as of the day and year first set forth above.

**UHY CONSULTING, INC.**

**CITY**

**By:** \_\_\_\_\_  
**Name:** John E Reagan III  
**Title:** Managing Director

**By:** \_\_\_\_\_  
**Name:** *Dunk Slaughtin*  
**Title:** *Mayor*

**Legal Notices**

Jack Reagan  
UHY  
8601 Robert Fulton Drive  
Suite 210

**Address:** Columbia, MD 21046

**Facsimile #:** 410-381-5538

**Legal Notices**

**Address:** \_\_\_\_\_

**Facsimile #:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **EXHIBIT A – STATEMENT OF WORK**

UHY will be required to provide professional services necessary for the City to comply with the requirements of the American Rescue Plan Act; including, but not limited to the services specified within the Proposal dated March 24, 2022 provided by UHY to the City, which is incorporated herein by reference, and as more succinctly stated below:

- Assist with review of grant requirements, guidance and interpretation in accordance with uniformed guidance referenced in 2 CFR. 200 and incorporate the same into each grant solicitation prepared by the City for use of its allocation of federal recovery funds.
  - Assist in funds administration and control procedures for the review of grant requirements, guidance and interpretation.
  - Assist in funds administration and control procedures of grant proposals selected for funding.
  - Assist in development of policies and procedures for administrative, accounting and grant compliance oversight.
  - Assist with the creation and maintenance of project files. Such files must demonstrate compliance with all applicable state, local and federal regulations, including those promulgated under ARPA.
  - Assist with drafting RFPs and bid solicitations for use of the City's ARPA designated Federal Recovery Funds and for designing and implementing scoring matrixes for the review of such proposals.
  - Assist in reviewing and analyzing solicitation responses to requests for proposals and bids for use of the City 's Fiscal Recovery Funds.
  - Assist with compliance and monitoring of subrecipients and beneficiaries, including a review of funding requests submitted by subrecipients as well as assisting in the auditing process for appropriate controls and documentation.
  - Assisting in establishing an internal financial tracking system to ensure funds are expended within established timelines, recorded appropriately in the accounting system and generate information needed for periodic reporting to the granting agency.
  - Assist with compliance and monitoring of subrecipients and beneficiaries for all federal, state and local requirements, associated with the particular grant.
  - Assist with conducting required risk assessments and review of internal controls.
  - Assist with preparation of project files identified as the subject of monitoring visits and/or audits by any requesting entity.
  - Assist with preparation of monitoring and/or audit responses to findings and/or concerns.
  - Assist with the project evaluations as required.
- A. Assist with other grant administration-related activities and technical assistance as needed.



**EXHIBIT B – COMPENSATION**

The City agrees to compensate UHY for services rendered as follows:

- From inception to December 31, 2022 \$85,000

We will bill for our services at the following hourly rates:

Partner	\$275
Manager	\$200
Senior	\$150
Staff	\$100

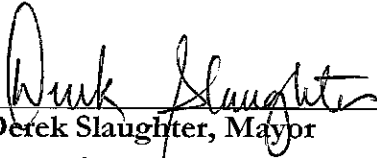
We estimate that each year that the level of effort expended by each team member will be as follows:

Partner	60 hours
Manager	120 hours
Senior	170 hours
Staff	190 hours

We will not raise our hourly rates for the duration of this contract.

At the end of each year, we will provide the City with an estimate of the labor hours and total compensation for the following 12 months.


# Signature Page

  
\_\_\_\_\_  
Derek Slaughter, Mayor

03|31|22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Peg Woodring, Controller

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Janice Frank, City Clerk

3|31|22  
\_\_\_\_\_  
Date