

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8894

DATE 5-23-19

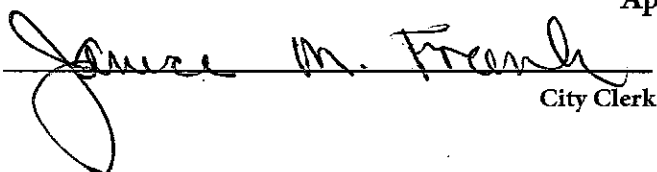
TITLE

**RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL  
CONSULTING SERVICES WITH MULLIN & LONERGAN ASSOCIATES, INC.**

**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 firm of Mullin & Lonergan Associates, Inc.

**BE IT FURTHER RESOLVED** that said agreement will be binding upon both parties from June 1, 2019 to December 31, 2021.

**BE IT FURTHER RESOLVED** that the total fees for the contract period are in a not-to-exceed amount of \$20,000.00 per year. Payment will be made from the CDBG and HOME annual budgets.

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

Approved

  
\_\_\_\_\_  
President



# CITY OF WILLIAMSPORT

DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT

## MEMORANDUM

TO: Mayor Gabriel J. Campana and Members of City Council

FROM: Stephanie P. Young

RE: **RESOLUTION TO APPROVE A CONSULTANT CONTRACT WITH MULLIN & LONERGAN ASSOCIATES, INC.**

DATE: May 17, 2019

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Attached is a Resolution to approve a consultant contract with Mullin & Lonergan Associates, Inc. (M & L).

The Community Development office solicited Requests for Proposals to assist the department in preparing a Fair Housing Analysis that is required for the HUD funded CDBG and HOME programs.

The process of selecting a consultant is in accordance with the HUD guidelines for procuring professional services.

An advertisement soliciting responses to the RFP was published on March 18, 2019 in the Williamsport Sun-Gazette. The response deadline for submitting the RFP's was Friday, April 5, 2019. RFP's were sent to firms that requested them and to minority and women owned consulting firms. In response, we received the proposal from M & L.

M & L is familiar with the City's CDBG and HOME programs, having provided consulting services to the City for several years.

The contract period will be from June 1, 2019 to December 31, 2021.

The cost to prepare the Fair Housing Analysis is \$29,835. The City will pay \$14,910.00 in 2019 and \$14,925.00 in 2020 for the preparation of this document. Combined with any needed technical assistance services (unrelated to the Fair Housing Analysis), the total compensation and reimbursement for services will be in a not-to-exceed amount of \$20,000.00 per year.

Attached are the contract that includes the scope of work, project budget and the required HUD Terms and Conditions. Also attached are the resumes of the staff members from M & L who will be providing the consulting services for the City.

The City Solicitor has reviewed the contract. We are requesting City Council action on this item on Thursday, May 23, 2019.

**CONTRACT FOR PROFESSIONAL SERVICES**

BY AND BETWEEN

CITY OF WILLIAMSPORT, PA

AND

MULLIN & LONERGAN ASSOCIATES, INC.

**THIS AGREEMENT**, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF WILLIAMSPORT, Commonwealth of Pennsylvania, hereinafter referred to as the "City", and MULLIN & LONERGAN ASSOCIATES, INC., hereinafter referred to as the "Consultant".

**WITNESSETH THAT:**

**WHEREAS**, the City is a grantee and recipient of funds under the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program; and

**WHEREAS**, the City desires to utilize a part of these funds for professional advice and assistance in developing a Community Outreach Plan and Analysis of Impediments to Fair Housing (AI) and on-going technical assistance for the CDBG and HOME Grant Programs; and

**WHEREAS**, the best interest of the City will be served by retaining the Consultant on a multi-year basis subject to the availability and appropriations of funds; and

**WHEREAS**, the City conducted a formal procurement process and selected Mullin & Lonergan Associates as its consultant for the period from 2019 to 2021.

**NOW, THEREFORE**, the parties to the contract do mutually agree as follows:

**I. SCOPE OF SERVICES**

The Consultant agrees to provide those services as described in the attached Exhibit A, which is part of this Agreement.

**II. DATA TO BE FURNISHED**

The City will furnish or make available to the Consultant the following: HUD correspondence, local community development related correspondence, performance information, etc., and other information and data as required.

**III. TIME OF PERFORMANCE**

It is expressly agreed and understood that the time of performance for this contract shall begin on June 1, 2019 and terminate on December 31, 2021.

**IV. COMPENSATION AND METHOD OF PAYMENT**

It is expressly agreed and understood that in no event will the total annual compensation and reimbursement to be paid hereunder for services rendered in conjunction with the Scope of Services exceed the maximum sum of \$20,000.00 per year for years 2019, 2020, and 2021. Additionally, for each year of the contract, the maximum sum of \$20,000 will be broken out into either lump sum amounts, hourly rate amounts or a combination of both lump sum and hourly rate amounts based on the agreed upon scope of services for each year.

The Consultant shall be entitled to payments as follows:

- A. The total compensation amount for the preparation of the Community Outreach Plan and Analysis of Impediments to Fair Housing is a not to exceed, lump sum fee of \$29,835. In 2019,, the Consultant shall be entitled to a lump sum, not to exceed payment of \$14,910 for work that will entail preparation and completion of Tasks 1-4 of Section A of the Scope of Services as shown in Exhibit A to this contract. This work is related to the community outreach plan preparation and citizen participation and will also include incorporating input from the community participation and stakeholders related to needs for the Five Year Consolidated Plan. This work will begin in July and be completed by October of 2019.

In 2020, the Consultant shall be entitled to a not to exceed lump sum payment of \$14,925 for the completion of the balance of Tasks 5-11 in Section A of the Scope of Services as shown in Exhibit A to this contract. This work is related to the preparation of the Analysis of Impediments to Fair Housing document and be completed no later than April 1, 2020. Upon submission of a certification of the percentage of work completed, the Consultant shall be entitled to a monthly progress payments.

- B. For CDBG and HOME Technical Services (Section B of the Scope of Services), the Consultant shall bill an hourly rate fee, by employee, each month for actual hours worked and a description of the work performed. All expenses will be reimbursed including mileage. Mileage rates will be reimbursed at the current federal rate and be billed portal to portal. The budget for this work will be an amount not greater than \$5,090 for 2019 and an amount not greater than \$5,075 in 2020. The budget amount for hourly rate technical services in 2021 will be based on anticipated level of requested services.

A summary of the compensation provisions of the contract is presented on the attached chart.

President/CEO of the Firm .....	\$250/hour
Principals of Firm .....	\$195/hour
Senior Project Manager .....	\$160/hour

Professional Staff ..... \$135/hour  
Administrative Professional ..... \$55/hour

These hourly rates include overhead and profit, as well as direct salary costs.

In addition, the Consultant shall be entitled to reimbursement of travel and related expenses including mileage at the Federal Mileage Rate and actual costs for tolls, airfare, lodging and other travel/subsistence expenses.

It is expressly agreed and understood that the payment and performance obligations for the City's 2019 - 2021 year program shall be subject to HUD's annual approval of a Community Development Block Grant and HOME funds to the City. If HUD funds are not approved for the City's 2019 - 2021 program years, this contract shall be null and void as it pertains to services to be performed during said program years, and neither the City nor Consultant shall have any further obligations hereunder.

Additionally, this contract can be amended at any time during the contract period upon written agreement by both the City and the Consultant.

**V. OTHER TERMS AND CONDITIONS**

This Agreement is subject to the General Terms and Conditions, a copy of which is attached hereto.

CITY OF WILLIAMSPORT, PA

ATTEST:

Joyce M. Frank  
City Clerk

BY: [Signature]  
Mayor

BY: \_\_\_\_\_  
City Controller

ATTEST:

MULLIN & LONERGAN ASSOCIATES, INC.

Holly L. Dwyer

BY: [Signature]  
Secretary

## **Attachment A Scope of Services**

### **A. Community Outreach Plan and Analysis of Impediments to Fair Housing (AI)**

#### **Local Community Outreach Plan**

M&L's proposed Local Community Outreach Plan is designed to 1) comply with the federal regulatory requirements of the HUD-required Citizen Participation Plan and 2) maximize engagement in the Con Plan and AI from residents throughout the City. In our experience, the most challenging aspect of these types of planning assignments is engaging the broadest segment of the community, and in particular, those who are least likely to participate. Our process reflects a series of tasks that has worked well with other grantees and offers a variety of opportunities for resident participation throughout the process including Stakeholder Workshops, Public Meetings, a web-based survey, a FAQ Sheet, and the creation of flyers and public notices (in English and Spanish) to encourage public participation throughout the course of this process.

M&L will develop a detailed Community Outreach Plan specific to the preparation of the AI. We will work closely with staff to determine dates for Stakeholder Workshops and Public Meetings, along with the process details for each—questions to be asked, flyers to be distributed, locations of all venues, how outreach to specific LMI populations will be conducted, etc. This local plan will be provided to staff within 30 days after contracting. The following tasks and sub-tasks detail our approach.

#### **Task 1. Initial Outreach Planning**

##### **Initial Project Planning**

Upon receipt of a signed contract, we will schedule a conference call with staff to:

- Determine the public participation initiatives to be undertaken for this process based on our proposal, and
- Identify several key community stakeholders who could help to inform our process about the best methods to reach and engage members of the protected classes.

##### **Identification of Stakeholders**

M&L will work with staff to refine the list of stakeholders whose input would be sought during the preparation of the AI. Based on HUD requirements and our experience, the following stakeholder categories should be considered:

- Public Housing Authority