

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8913

DATE 8-1-19

TITLE

**RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION
AND THE CITY OF WILLIAMSPORT**

WHEREAS, the history and heritage of the City of Williamsport are important to our community's identity, culture, and uniqueness; and

WHEREAS, historic buildings, sites, landscapes, and neighborhoods contribute to economic vitality, sense of place, and quality of life in the City of Williamsport; and

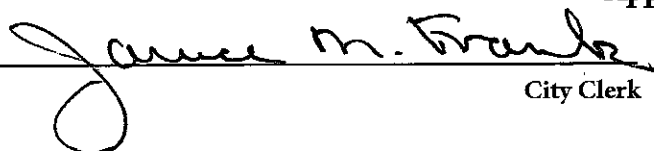
WHEREAS, the City of Williamsport has adopted ordinances, policies, and programs designed to preserve and enhance these important historic assets; and

WHEREAS, to serve our residents, property owners, and visitors to our community, the City of Williamsport strives to implement these programs according to best practices and wishes to take advantage of the technical and financial resources available to do so; and

WHEREAS, the Certified Local Government program administered by the Pennsylvania State Historic Preservation Office in partnership with the National Park Service, will provide the City of Williamsport with these tools and resources.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Williamsport hereby authorizes the Mayor and the City Controller to execute all necessary agreements between the City of Williamsport and the Pennsylvania State Historic Preservation Office as may be required for participation in the Certified Local Government program.

Approved



City Clerk



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 AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PENNSYLVANIA HISTORICAL AND MUSEUM
COMMISSION AND THE CITY OF WILLIAMSPORT**

DATE: July 26, 2019

The City has participated in the Certified Local Government (CLG) since 1995. The Pennsylvania State Historic Preservation Office (PA SHPO) has recently completed a revision of the CLG program's guidelines and SHPO is requesting that all participating communities sign a new Certification Agreement.

CLGs have access to a number of technical and financial resources that other municipalities in the Commonwealth do not. Among these resources are a dedicated grant program, pro-bono design and planning assistance, and priority consideration for DCED Keystone Communities funding and PHMC Keystone Historic Preservation Grants.

After the City renews its participation in the CLG program, there are only a few requirements and expectations that may be different from what is already being done. The City may need to amend its ordinances, develop design guidelines, or revise some policies to be consistent with the ongoing performance standards. CLGs are also required to submit brief annual reports, attend training programs, and participate in the National Register of Historic Places process, as necessary.

Once the City renews its certification agreement, the Community Preservation Coordinator for our region will schedule an assessment of the City's current preservation program. This assessment will provide the community with an itemized list of recommendations for the community to implement over the next 4 years, when a full evaluation will be conducted.

We are requesting action on this agreement on Thursday, August 1, 2019.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION

AND

City of Williamsport, Lycoming County

This Intergovernmental Agreement ("Agreement") is entered into by and between the Commonwealth of Pennsylvania, acting through the Pennsylvania Historical and Museum Commission ("PHMC") and the City of Williamsport ("Municipality") (collectively "the Parties" for the Municipality's participation in the National Park Service's (NPS's) Certified Local Government (CLG) program. In the context of the CLG program, this Agreement is known as the "Certification Agreement."

WHEREAS, the bureau of PHMC responsible for implementing the programs required by the National Historic Preservation Act is its Pennsylvania State Historic Preservation Office ("SHPO"); and

WHEREAS, according to 36 C.F.R. § 61.2; 54 U.S.C. § 300310, the Municipality meets the National Historic Preservation Act's (NHPA's) definition of "local government" as a "general purpose political subdivision of the state;" and

WHEREAS, according to 54 U.S.C. § 302501-302505, the National Historic Preservation Act provides that the SHPO (in conjunction with the NPS) can designate certified local governments ("CLG"), in order for those local governments to review nominations to the National Register of Historic Places ("NRHP"), to qualify for funds (usually in the form of grants) from the NPS's Historic Preservation Fund ("HPF"), and for other purposes; and

WHEREAS, according to 36 C.F.R. § 61.6, the SHPO issues and NPS approves the "Certified Local Government Program Guidelines and Procedures for Pennsylvania Communities" ("Guidelines"), detailing the specific requirements for obtaining CLG status along with the responsibilities of municipalities as a condition of CLG status; and

WHEREAS, the Municipality desires to attain CLG status and has submitted the required documentation in support of its desire to attain that status; and

WHEREAS, the SHPO has reviewed the Municipality's request and has determined that the Municipality has met the requirements to obtain CLG status;

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

identification of a point of contact for the purposes of receiving communication from and interacting with the SHPO.

III. PHMC Responsibilities. The Commonwealth and SHPO will fulfill and assume the following responsibilities.

1. On the effective date of this Agreement, the Commonwealth of Pennsylvania by and through the SHPO, and in conjunction with NPS will confer upon the Municipality CLG status.
2. The SHPO will notify the Municipality of the availability and amount of CLG grants in each round, and provide the Municipality with information on grant requirements, application forms, and selection criteria.
3. The SHPO will provide the Municipality with information about and access to all known technical assistance programs available to CLGs.
4. The SHPO will notify the Municipality of all known pending NRHP nominations in the Municipality and provide the Municipality with the opportunity to comment pursuant to the procedures described in the Guidelines.
5. The SHPO will notify the Municipality of the location of all guidance necessary to fulfill all of its CLG responsibilities (e.g., maintenance of the local inventory).
6. The SHPO will consult with the Municipality concerning changes to the CLG program by either the Federal Government or the SHPO, including revisions to the Guidelines.

IV. Periodic Performance Evaluations

1. The SHPO will, from time to time, conduct a periodic program evaluation (“Evaluation”) to assess whether the Municipality is meeting the ongoing performance standards as described in Exhibit A and determine needs and goals for the future. The Evaluation will be conducted according to the procedures described in the Guidelines and at such times determined by the SHPO.
2. The SHPO will notify the Municipality’s chief elected official(s) and relevant staff contacts in writing at least 10 working days prior to initiating an Evaluation. The notification will describe the specific process to be followed and identify the scheduling needs for various meetings.
3. The Municipality agrees to cooperate fully in the Evaluation, including providing documents and attending meetings.
4. The SHPO will prepare a written report of its findings pursuant to its Evaluation process and will provide a draft to the Municipality for review and comment prior to making the report final.

VI. Amendment and Modifications. No alterations or variations to this Agreement shall be valid unless made in a mutually agreed upon written document signed by the Parties subject to the same legal review by NPS.

VII. Agency. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VIII. Notice. Any written notice under this Agreement shall be sufficient if mailed or e-mailed to:

State CLG Coordinator
Pennsylvania Historical and Museum Commission
State Historic Preservation Office
Commonwealth Keystone Building
400 North St.
Harrisburg, PA 17120
Email: erairigh@pa.gov

EXHIBIT A

Certified Local Government Program Ongoing Performance Standards

Ongoing Performance Standards are the expectations and performance metrics CLGs will be expected to meet following certification and will be the criteria for periodic performance evaluations.

A. Demonstrate a commitment to historic preservation as a vital and integral component of community and economic development.

1. Consistently demonstrate through policies, programs, and actions a commitment to historic preservation as a vital and integral component of community and economic development.
2. Give thoughtful consideration to historic resources and preservation policies in the municipality's comprehensive plan.
3. Adopt and implement the International Existing Building Code.

B. Implement and enforce laws, policies, and procedures that advance preservation goals, uphold the public interest, and respect individual rights.

1. The municipality must maintain and enforce a preservation ordinance that meets the minimum requirements described in Chapter III(B)[1] of the CLG Guidelines and Procedures for Pennsylvania Communities.
2. The municipality must adopt design guidelines that illustrate how the review standards and criteria in the ordinance should be applied to designated properties in a manner that will result in granting a COA or other approval as required by the ordinance. These guidelines must be generally consistent with the Secretary of the Interior's Standards for Archaeology and Historic Preservation. The adopted guidelines must be used in evaluating and decision-making about all relevant applications.
 - a. The review board and governing body must review and render decisions on all applications required by its preservation ordinance in a timely fashion, follow published procedures, and allow for adequate public participation. Public participation includes:
 - b. conducting all business in open meetings according to published procedures
 - c. making meeting minutes publicly accessible, and
 - d. following all Federal and State laws relevant to the conduct of official business.
3. Applicants shall be given written notification of decisions or recommendations of the review board or preservation commission. This notification may be in the form of a copy of the recommendation made to or by the local governing body. Detailed written records of all decisions and actions along with meeting minutes of the review board or preservation commission and the governing body, including the reasons for making these decisions, must be kept on file and available for public inspection.

C. Engage the public in historic preservation

1. The review board or preservation commission must meet at least 4 times per year.
2. All meetings of the Board of Historical Architectural Review or historic preservation commission, and governing body, including special meetings, must be publicly announced and be open to the public in accordance with the Pennsylvania Sunshine Act, 65 Pa.C.S. §§ 701-716. The agenda must be available to the public for review prior to the meeting.
3. All decisions by the review board or preservation commission, and governing body related to enforcement of local legislation or Certified Local Government responsibilities shall be made in a public forum.

EXHIBIT B

I. Nondiscrimination/Sexual Harassment Clause, as per Management Directive 215.16 (Amended) (and as consistent with applicable federal law and policy):

The Municipality agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any related grant, the Municipality, each subgrantee, or any person acting on behalf of the Municipality or subgrantee 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), 43 P.S. § 951-963, or applicable Federal Laws including but not limited to the federal *Civil Rights Act of 1964*, 42 U.S.C. 2000e, against any citizen of this Commonwealth or nation who is qualified and available to perform the work to which the employment relates.
2. Neither the Municipality nor any subgrantee 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, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under or related to the Agreement.
3. Neither the Municipality nor any subgrantee 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 or related to the Agreement.
4. Neither the Municipality nor any subgrantee 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*, 43 P.S. § 1101.101-1101.2301, *Pennsylvania Labor Relations Act*, 43 P.S. 211.1-211.13., or *National Labor Relations Act*, 29 U.S.C. 151-169 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 Municipality and each subgrantee shall establish, 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 contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Municipality and each subgrantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee or supplier who is qualified to perform the work to which the Agreement relates.

of the Municipality's failure to comply with the provisions of Subparagraph 1 above.

III. Sovereign Immunity and Commonwealth Held Harmless Provisions:

1. The Municipality shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Municipality and its employees and agents under this Agreement, provided the Commonwealth gives Municipality prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Municipality, the Commonwealth will cooperate with all reasonable requests of Municipality made in the defense of such suits.
2. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Municipality to control the defense and any related settlement negotiations.

IV. Public Information:

This Agreement and all related records are subject to the National Historic Preservation Act at 54 U.S.C. § 307103, and Pennsylvania's Right to Know Law, 62 P.S. §§ 67.101-67.3104. Neither Party shall release any record that would, in the judgment of the Party, be subject to protection under the National Historic Preservation Act or an exemption from disclosure under the Right to Know Law, without first providing notice to the other Party and the National Park Service within five (5) business days of the receipt of the request. The Parties and the National Park Service will discuss appropriate actions to be taken, including release of the requested information or other action, prior to the release of records.

V. Minimum Wage Provision (and as consistent with applicable federal law and policy):

1. **Enhanced Minimum Wage.** Municipality agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Agreement or related grants, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week. If federal funds are used for grant-supported activity federal rules apply
2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be