

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8927

DATE 9-26-19

TITLE

**RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT BETWEEN THE
CITY OF WILLIAMSPORT AND THE AMERICAN RESCUE WORKERS, INC.**

WHEREAS, the City Council of the City of Williamsport has approved funding for the American Rescue Workers, Inc. from the forty-fifth year (2019) (B-19-MC-42-0017) Community Development Block Grant funds.

BE IT HEREBY RESOLVED that the attached agreement will allocate \$30,000.00 of the City of Williamsport's 2019 Community Development Block Grant funds to the American Rescue Workers, Inc.

Janice M. Frenck
City Clerk

Approved

Arnold D. Sullivan
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 AUTHORIZING A SUBRECIPIENT
AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND
THE AMERICAN RESCUE WORKERS, INC.**

DATE: September 20, 2019

Attached is a resolution to approve a subrecipient agreement with the American Rescue Workers, Inc. in the amount of \$30,000.00. Funding for this project was approved during the 2019 HUD CDBG/ HOME budget process.

The scope of work includes repairing the mortar, repairing the brick and repainting along the west side of the building located at 643 Elmira St.

The subrecipient agreement outlines the terms under which the American Rescue Workers, Inc. receives the funding and includes such items as Scope of Services, Time of Performance, Budget, Method of Payment, Notices, and General Conditions. The General Conditions section insures compliance with HUD regulations.

We are requesting City Council action on Thursday, September 26, 2019.

SUBRECIPIENT AGREEMENT
REQUIREMENTS FOR PASS-THROUGH ENTITIES

(1) Federal Award Identification:	Community Development Block Grant U.S. Department of Housing and Urban Development
(i) Pass-through Entity Name: Subrecipient Name:	City of Williamsport American Rescue Workers
(ii) Subrecipient Unique Entity Identifier	Not Applicable
(iii) Federal Award Identification Number:	B-19-MC-42-0017
(iv) Federal Award Date:	January 1, 2019
(v) Subaward period of performance start and end date:	
(vi) Amount of federal funds obligated by this action by the pass-through entity to the subrecipient:	\$ 30,000.00
(vii) Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current obligation:	\$ 30,000.00
(viii) Total amount of the federal award committed to the subrecipient by the pass-through entity:	\$ 30,000.00
(ix) Federal Award Project Description:	See Exhibit A of Agreement
(x) Name of Federal awarding agency, pass-through entity and contact information for awarding official of the pass-through entity:	U.S. Department of Housing and Urban Development See Section V. Notices on page 4 of attached agreement
(xi) CFDA Number and Name:	14.218 Community Development Block Grant
(xii) R&D	Not Applicable
(xiii) Indirect Cost rate	Not Consistent with agreement

SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY OF WILLIAMSPORT AND AMERICAN RESCUE WORKERS, INC. FOR 2019 COMMUNITY DEVELOPMENT BLOCK GROUP (CDBG) FUNDS

This SUBRECIPIENT AGREEMENT, entered into as of the _____ day of _____, 2019, by and between the CITY OF WILLIAMSPORT, (hereinafter referred to as the “City”) and AMERICAN RESCUE WORKERS, INC., 643 Elmira St., Williamsport, PA 17701 (hereinafter referred to as the “Subrecipient”).

WHEREAS, the City is carrying out a Community Development Block Grant Program (CDBG) utilizing funds made available by the Federal Government under provisions of Title I of the Housing and Community Development Act of 1974 as amended;

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

WHEREAS, the Subrecipient is a corporation and incorporated as a Pennsylvania non-profit corporation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and of the benefits that accrue to the City as a result of the Subrecipient carrying out certain activities, the parties do mutually agree as follows:

I. SCOPE OF SERVICES

A. Activities

With 2019 CDBG funding, the Subrecipient will be responsible for mortar repairs, brick repairs and repainting along the west side of the building located at 643 Elmira St. The Subrecipient will administer all tasks in the provision of the aforementioned public facility project in compliance with all applicable Federal, state and local rules and regulation governing these funds, and in a manner satisfactory to the City. Changes in the scope of services, budget or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City. A more detailed description of the overall project is attached as Exhibit A.

The major tasks that the Subrecipient will perform in connection with the provision of the eligible activity include, but are not limited to, the following:

1. Repairing the mortar, repairing the brick and repainting along the west side of the building located at 643 Elmira St.

The budget is attached as Exhibit B. The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this agreement shall not exceed \$30,000.00. Drawdowns for the payment of eligible expenses shall be made against the budget items specified in Exhibit B and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. The Subrecipient recognizes that the City can only advance to it at any one time the amount required to fund present invoices to the City for expenses incurred by the Subrecipient pursuant to the terms of this Agreement. Upon receipt of such invoice, the City shall forthwith cause a review to be performed by agents of the City, in order to determine whether the invoice is due and payable. Upon certification by said review that the invoice is due and payable, the City shall forthwith execute such documents as are necessary in order to release sufficient Community Development Block Grant funds to pay and satisfy the invoice. Such review and release of payments shall be conducted in a reasonable time period.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

City
Stephanie P. Young
Community Development Director
City of Williamsport
245 West Fourth St.
Williamsport, PA 17701
Phone No. 570-327-7577

Subrecipient
Colonel Dawn Astin
Corps Co-Commanding Officer
AMERICAN RESCUE WORKERS, INC.
643 Elmira Street
Williamsport, PA 17701
Phone No. 570-323-0980

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement or relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports by the Subrecipient that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of an issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Pennsylvania Right to Know law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

The Subrecipient shall submit regular quarterly Progress Reports to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Compliance

The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the City for any travel outside the Greater Williamsport area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement or such longer period of time as the Grantee deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

If applicable, the Subrecipient agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts I, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that neither funds provided nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or City agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. ,7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry , reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EP A) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

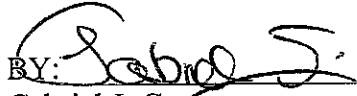

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

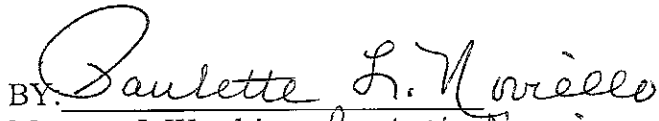
IN WITNESS WHEREOF, the parties have executed this agreement intending to be legally bound hereby.

CITY OF WILLIAMSPORT

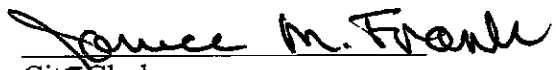
AMERICAN RESCUE WORKERS, INC.

BY: 
Gabriel J. Campana
Mayor 

BY: _____
Colonel Dawn Astin
Corps Co-Commanding Officer

BY: 
~~Margaret J. Woodring~~ Paulette Novello
~~Controller Deputy Controller~~

ATTEST:


City Clerk

1. Agency Information

- a. The American Rescue Workers is a national faith-based non-profit charitable organization operating historically since 1884; in the City of Williamsport since 1934.
- b. The mission of the organization is hunger and homelessness prevention; using a holistic approach that administers emergency assistance, education, work therapy and support to the physical, emotional, material and deeper needs of those we serve.
- c. **American Rescue Workers is home to three homeless shelter programs.**
The ARW men's shelter and work rehabilitation program is a 39 bed program providing shelter for men in need. These men, with significant barriers to self-sufficiency, remain in the program for an average of 9-12 months, and are required to work 40 hours per week within the ARW operation. This program not only provides shelter and an opportunity for a new start, but through work, also teaches the much needed soft skills that will help these men be successful members of the community.

ARW operates a 6 bed transient shelter for men who need fewer than 15 days of shelter. Transient shelter residents receive shelter, food, laundry facilities, and essential clothing and hygiene items.

The third ARW shelter opened in 2011 and is a 24 bed family emergency shelter on the corner of Grace and Campbell Streets in Williamsport. Saving Grace is the only true family emergency shelter in the county, allowing residents to stay for up to 30 days as they make arrangements for more permanent shelter or affordable housing.

Social Services

The American Rescue Workers Social Services Center is the prevention entity of the organization, taking a holistic approach to prevention by not only providing financial assistance to those in need, but also providing case management services to help these clients get to the core of the cause of their issues so that they do not repeat. In 2017 6,500 individuals received \$212,000 in prevention services such as rental and utility assistance, and as many as 700 families received a 3-day emergency supply of groceries each month.

- d. Key Personnel – please see attached.
- e. According to an individuals' "self-declaration of need" 100% of the clients that we serve are in the "Very Low Income" bracket. In 2017 American Rescue Workers housed 600 homeless men, women, children and provided prevention services and groceries to more than 7,000 individuals.
- f. Over 132 years ago the American Rescue Workers disassociated with the international religious movement headquartered in England known as The Salvation Army. Since 1884 we have operated independently of that affiliation, however we are incorporated as a faith-based non-profit charitable organization.

In order to prevent additional decay and ultimately discontinuation of life-saving services provided at 643 Elmira Street, a three phase revitalization process began in 2016. Utilizing County and City CDBG funds and a grant from a local foundation, phase 1 (costing \$87,000) involving extensive repair to the low level brick and mortar was completed by Wilson Restoration.

American Rescue Workers is elated that First Community Foundation Partnership of Pennsylvania has committed \$147,800 toward the second phase of painting and restoration needed at 643 Elmira Street. The second phase will include completion of the “tall side” of the building at 643 Elmira Street that is home to our warehouse.

The third phase of the project includes restoration and painting of the remaining part of the building that houses the shelters.

At the cost of \$130,200. Wilson Restoration will:

- Powerwash all exterior elevations in preparation for painting
- Repoint by the grout method all open holes and settlement cracks
- Remove and replace any cracked or missing sealant at perimeter of windows
- Apply 2 coats of paint to all masonry
- Repoint stone foundation at front and side elevations with raised bead type joint
- Pargecoat stone foundation at rear
- Repair and paint wood soffit at tower

At the cost of \$20,040.00, Wilson Restoration will:

- Rebuild 6 large arches above the 4 story windows
- Rebuild brick column between 2 windows where c-channels are installed at rear elevation.

At the cost of \$60,735, Wilson Restoration will: (this is considered a project add and will be completed as lowest priority, pending funding)

- Replace 90 rotting wood window sills with precast sills
(this portion of the restoration is not essential for safety reasons but will ensure building longevity)

At the cost of \$5,400, Anthony Visco Architects will provide work drawings/specifications and permits.

6. Outputs

- a. City residents served will be in excess of 200+ homeless men annually. Serving 200+ homeless men per year over the next 30 years for the life of this project would result in 6,000 men being prevented from being homeless and on the streets of Williamsport.

All American Rescue Workers' shelter residents eat 3 meals per day, 365 days per year at 643 Elmira Street. With the current building decay, the kitchen takes on water during

EXHIBIT B

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROJECT BUDGET

FY 2019

BUDGET

Estimated Total Cost of the Project:	\$216,375
Total Community Development Block Grant funds requested	\$30,000
Source and Amount of ALL other funds involved in this project:	
Lycoming County CDBG Funding	146,115.00 (Confirmed)
Grants and Fundraising by ARW	\$40,260
<u>PERSONNEL EXPENSES</u>	None

NON-PERSONNEL EXPENSES

Acquisition	_____
Construction	_____
Renovations	\$210,975
Demolition	_____
Equipment Purchases	_____
Advertising/Public Relations	_____
Space costs	_____
Audit	_____
Professional Services/Consultants	\$5,400
Relocation	_____
Other	_____
TOTAL	\$216,375