

ORDINANCE NO. 747

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING AN AGREEMENT WITH THE COUNTY OF ALLEGHENY FOR SERVICES IN CONNECTION WITH THE ADDERLY MONROEVILLE STORM SEWER

BE IT ORDAINED and enacted by the Borough of Monroeville, in Council assembled, as follows:

Section 1. That an agreement between the County of Allegheny, a political subdivision of the Commonwealth of Pennsylvania, referred to as "CDA" through the Allegheny County Turtle Creek Valley Model Cities, an agency existing under the Demonstration Cities Metropolitan Development Act of 1966, and the Borough of Monroeville be entered into whereby "CDA" will provide services in connection with the Adderly Monroeville Storm Sewer Project, designated as Turtle Creek Model Cities Impact Project 11 09 09 03, a copy of which contract is attached hereto as Exhibit "A".

Section 2. The proper officers of the Borough of Monroeville are hereby authorized and directed to enter into the aforementioned agreement, and to have it properly executed.

ORDAINED AND ENACTED this 13th day of July, 1971.

ATTEST:

BOROUGH OF MONROEVILLE

S/ Carrol F. Pickens  
Secretary

By S/ George C. Dale  
President of Council

EXAMINED AND APPROVED this 15 day of July, 1971.

John J. Duncan  
Mayor

ENTERED IN Legal Book July 26, 1971.

EXHIBIT "A"

AGREEMENT

BETWEEN THE

ALLEGHENY COUNTY TURTLE CREEK VALLEY MODEL CITIES

AND THE

BORO OF MONROEVILLE

THIS AGREEMENT, made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 1971, by and between the COUNTY OF ALLEGHENY, a political subdivision of the Commonwealth of Pennsylvania, referred to as "CDA" through the Allegheny County Turtle Creek Valley Model Cities, an agency existing under the Demonstration Cities Metropolitan Development Act of 1966, Title I, as amended, P.L. 89-754, 80 STAT. 1255,

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THE BORO OF MONROEVILLE, hereinafter referred to as the "municipality"

W I T N E S S E T H:

WHEREAS, the Municipality intends to have constructed the following Turtle Creek Valley Model Cities Impact Project: 11 09 09 03

ADDERLY MONROEVILLE STORM SEWER

WHEREAS, the CDA desires to employ the services of the municipality in connection with the Turtle Creek Valley Model Cities Program, under the direction, supervision and control of the Director of the Turtle Creek Valley Model Cities Program, hereinafter referred as the "Director."

NOW, THEREFORE, that the agency and the municipality, for the considerations

hereinafter named, agree as follows:

I. The municipality agrees to have performed for the aboved named work, professional services as follows:

Prepare engineering drawings, specifications, bid documents, and other materials leading to the awarding of a Contract for this Impact Project.

Participation by the Agency in this Impact Project is specifically subject around dependence upon satisfactory adherence to the conditions specified in Exhibit A, hereto and specifically made a part of this contract.

II. Federal Minimal Requirements - The following conditions take precedence over any conflicting conditions in this Agreement:

A. Restrictions and Disbursements - No money under this Agreement shall be disbursed by the Agency to any contractor/municipality except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the Agency is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable.

B. Definitions - As used in this Agreement:

- (1) Municipality refers to one of eleven boros within the Model Neighborhood which has the responsibility for administering a project or activity.
- (2) Contractor means an entity, other than an municipality (except as noted in the Labor Standards Provisions) that furnishes to the CDA or to a municipality, services or supplies other than stand-ard commercial supplies, office space or printing services.
- (3) Area means the Model Neighborhood designated in the Program.

- (4) HUD means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.
- (5) Program means the Comprehensive Demonstration Program approved by HUD as the same may, from time to time, be amended.

C. Records -

- (1) Establishment and Maintenance of Records - Records shall be maintained in accordance with the requirements prescribed by HUD or the CDA with respect to all matters covered by this Agreement. Except as otherwise authorized by HUD, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Agreement.
- (2) Documentation of Costs - All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation, evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

D. Reports and Information - At any time during normal business hours and so often as the CDA, HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the CDA, Agency's records with respect to all matters covered by this Agreement, and will permit CDA, HUD and/or representatives of the

- 4 -

Comptroller General of the United States to audit, examine, and make excerpts, or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

E. HUD Requirements - Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time, or if the grant to the CDA under Title I of the Cities and Metropolitan Development Act of 1966 is suspended or terminated.

F. Conflict of Interests -

(1) Interest of Members of CDA - No officer, employee, or

agent of the CDA who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect in this Agreement, and the municipality shall take appropriate steps to assure compliance.

(2) The Municipality agrees that it will incorporate into every contract required to be in writing the following provision:

"Interest of Contractor and Employees

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct, or indirect, in this Contract.

- 5 -

The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Model Neighborhood Area or any parcels therein, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any conflicting interest will be employed. Any interest on the part of the Contractor or his employees must be disclosed to the Agency and the CDA. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirements that maximum opportunity be provided for the employment of and participation by residents of the area."

G. Opportunities for Residents - In all work made possible by or resulting from this Agreement, affirmative action will be taken to insure that residents of the Area are given maximum opportunities or training and employment and that business concerns located in or owned in substantial part by residents of the area are to the greatest extent feasible, awarded contracts.

H. Discrimination Prohibited -

- (1) In all hiring or employment made possible by or resulting from this Agreement:
  - a) There will be no discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin; and
  - b) Affirmative action will be taken to insure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex or national origin.

This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising; key-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. There shall be posting, in conspicuous places available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this clause. All solicitations or advertisements for employment shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- (2) No person in the United States shall, on the ground of race, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The Municipality and each employer will comply with all requirements imposed by or pursuant to the regulations of HUD effectuating Title VI of the Civil Rights Act of 1964.

I. Labor Standards - There shall be included in all construction contracts, made possible by, or resulting from this Agreement, with private entities the applicable labor standards provisions, if the work being carried on is not otherwise subject to provision of Federal law imposing labor standards on Federally assisted construction and in the case of residential projects, if the project is designed

for the residential use of eight or more families.

J. Copyrights - If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive, and irrevocable license to produce, publish, or otherwise use, and to authorize others to use, all copy righted material and all material which can be copyrighted.

K. Patents - Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

L. Political Activity Prohibited - None of the funds, materials property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisal political activity, or to further the election or defeat of any candidate for public office.

M. Lobbying Prohibited - None of the funds provided under this Agreement shall be used for publicity or propoganda purposed designed to support or defeat legislation pending before the Congress.

### III. County Demonstration Agency Requirements

A. This Agreement shall be governed by and interpreted according to



- 8 -

the laws of the Commonwealth of Pennsylvania, and represents the complete Agreement of the parties hereto, superseding all prior understandings, oral or written. The municipality specifically agrees to save CDA harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

B. In the event of any dispute arising out of the interpretation of any of the terms of this Agreement, the decision of the Board of County Commissioners of Allegheny County shall be final and binding.

C. In the event that ODA desires copies or other reproductions of materials developed by the municipality in the course of the furtherance of the provisions of this Agreement, the municipality agrees to furnish the items requested to the CDA for reproduction and/or furnish reproductions of the same, at cost, to the ODA.

D. The CDA agrees to furnish the municipality with all necessary data and information necessary for the furtherance of the provisions of this Agreement. CDA agrees to provide to the municipality, the required data, if any, at the time indicated as set forth in Exhibit "A" attached hereto and specifically made a part hereof, where applicable.

E. The CDA may, from time to time, request changes in the scope of services of the municipality to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CDA and the municipality or their duly approved agents or assigns, shall be incorporated in written amendments to this Agreement.

F. The municipality may employ other consultants, at its own expense,

provided, municipality first secures written consent of CDA.

G. The municipality may not assign any part of its interest in this Agreement, without express written consent of CDA.

H. The municipality shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control, of from fire, strike, act of omission of any governmental authority, or riot. In the event of delay do to any such cause, the schedule of work and payment schedule will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

I. Neither the municipality or any of its employees, shall be construed to be employees of CDA for any purpose whatsoever.

J. The municipality shall furnish such certificates of insurance as may be required by CDA.

K. Termination of Agreement for Cause - If, through any cause, the municipality shall fail to fulfill in namely and proper manner its obligations under this Agreement or if the municipality shall violate any of the covenants, agreements or stipulations of this Agreement, the CDA shall thereupon have the right to terminate this Agreement by giving written notice to this municipality of such termination and specifying the effective date thereof; said notice shall be given no less than ten (10) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies and reports prepared by the Agency under this Agreement shall, at the option of the CDA, become its

property and the municipality shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

L. Termination for Convenience - The CDA may terminate this Agreement at any time, by a thirty (30) day notice, in writing. If the Agreement is so terminated by the CDA under this Section for the convenience, the municipality will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of municipality covered by this Agreement, less payments of compensation previously made.

IV. Scope of Services - The municipality agrees to perform such professional services in furtherance of the terms of this Agreement as are any particularly set forth in Appendix I, entitled "Scope of Services", which is attached hereto and specifically made a part hereof/as are all exhibits herein. The municipality agrees to perform such services in accordance with the Work Program which is more particularly set forth in said Appendix I.

After execution of this Agreement, should the time remaining until October 31, 1971, be less than the time shown in the Work Program herein, the municipality shall furnish the CDA's Contract Administrator with a revised Work Program ending on October 31, 1971.

V. Equipment and Supplies - In the event that the municipality becomes incapable of performing services or does not agree to renegotiate a new Agreement for the continuation of its services for a particular project, all equipment and supplies acquired to facilitate the performance of this Agreement will thereafter become the property of Allegheny County.

- 11 -

VI. Allocation of Supplemental Funds - In the event the municipality and/or CDA anticipates that the total amount of supplemental HUD funds allocated for a specific contract will not be expended by October 31, 1971, the CDA reserves the right to extract that portion of the HUD supplemental monies which it, in agreement with the municipality feels cannot be expended by the end of CDA's First Action Year, ending October 31, 1971.

VII. Compensation - The CDA agrees to pay the municipality for the services to be rendered under the terms of this Agreement, the maximum sum of

\$25,000.00

which amount shall constitute full and complete compensation for the services rendered by municipality under this Agreement. Said compensation shall be paid in accordance with the Schedule of Payments, which is more particularly set forth in Appendix I, attached thereto and specifically made a part hereof, upon certification by the Director of the Allegheny County Turtle Creek Valley Model Cities Agency to, and acceptance by, the Board of County Commissioners of Allegheny County. It is expressly understood and agreed that in no event shall the total compensation to be paid hereunder exceed the sum of

IN WITNESS WHEREOF, the parties horeto have executed this Agreement as of the date first above written.

ATTEST:

S/ Carrol F. Pickens  
Borough Secretary

S/ George C. Dale  
President of Council

(SEAL)

S/ Richard L. Rosenzweiz  
Borough Solicitor

APPROVED AS TO FORM:

Solicitor, Allegheny County  
Turtle Creek Valley Model  
Cities Agency

Director, Allegheny County  
Turtle Creek Valley Model  
Cities Agency

## APPENDIX I

## SCOPE OF SERVICES

(In this particular contract the Scope of Services will refer to Drawing, specifications, and/or Bid Document#.)

## APPENDIX II

INTERFACE STRATEGY STATEMENT  
AND FLOW CHART DIAGRAM

## INTERFACE STRATEGY STATEMENT

**PURPOSE:** To explain process involved in fulfilling contract requirements, payment of monthly invoices and field monitoring.

**STATEMENT:** Subsequent to execution of a work contract, the contractor/sub-contractor shall submit billing invoices and required federal/agency reporting forms to the municipality. The municipality shall review and approve by resolution the submission of said invoices and progress reports to the Physical Management Staff contract administrator if no questions concerning said invoices occurs. M.C.A. contract administrator passes approved invoices and reports, after his review and approval, to Fiscal Section and Data Management Section respectively.

Fiscal Section processes invoices and submits them to County for final approval, preparation of payment voucher and submission of payment voucher to municipality who, in turn, transmits payment to contractor and makes necessary bookkeeping entries in its annual financial report to the State and County.

If a disapproval of billing invoices and/or progress reports occurs at any step in this process, all involved individuals will immediately meet with M.C.A. Corrective Management Staff. Fiscal flow will not be disturbed in such a case unless Corrective Management Staff determines that a total impasse exists at which point the M.C.A. Director will place a hold on the Fiscal flow until the issue(s) are satisfactorily resolved.

Citizen Survey Teams and M.C.A. Contract Administrator may conduct periodic visits to the construction site without prior notice although they shall not be permitted within the actual work area of to examine reports or documents without the express permission of the Contractor's Field Supervisor or designated Agent. The Field Supervisor should not refuse such permission without a valid reason.

Financial audits may be required for which purpose the operating agency shall be given a minimum of three days advance notice in order to prepare all necessary and/or requested information and materials.

The M.C.A. Fiscal Section will notify the Contract Administrator of an acceptable or unacceptable audit. In the latter case the Contract Administrator shall be notified of or consulted as to any Corrective Management action taken.

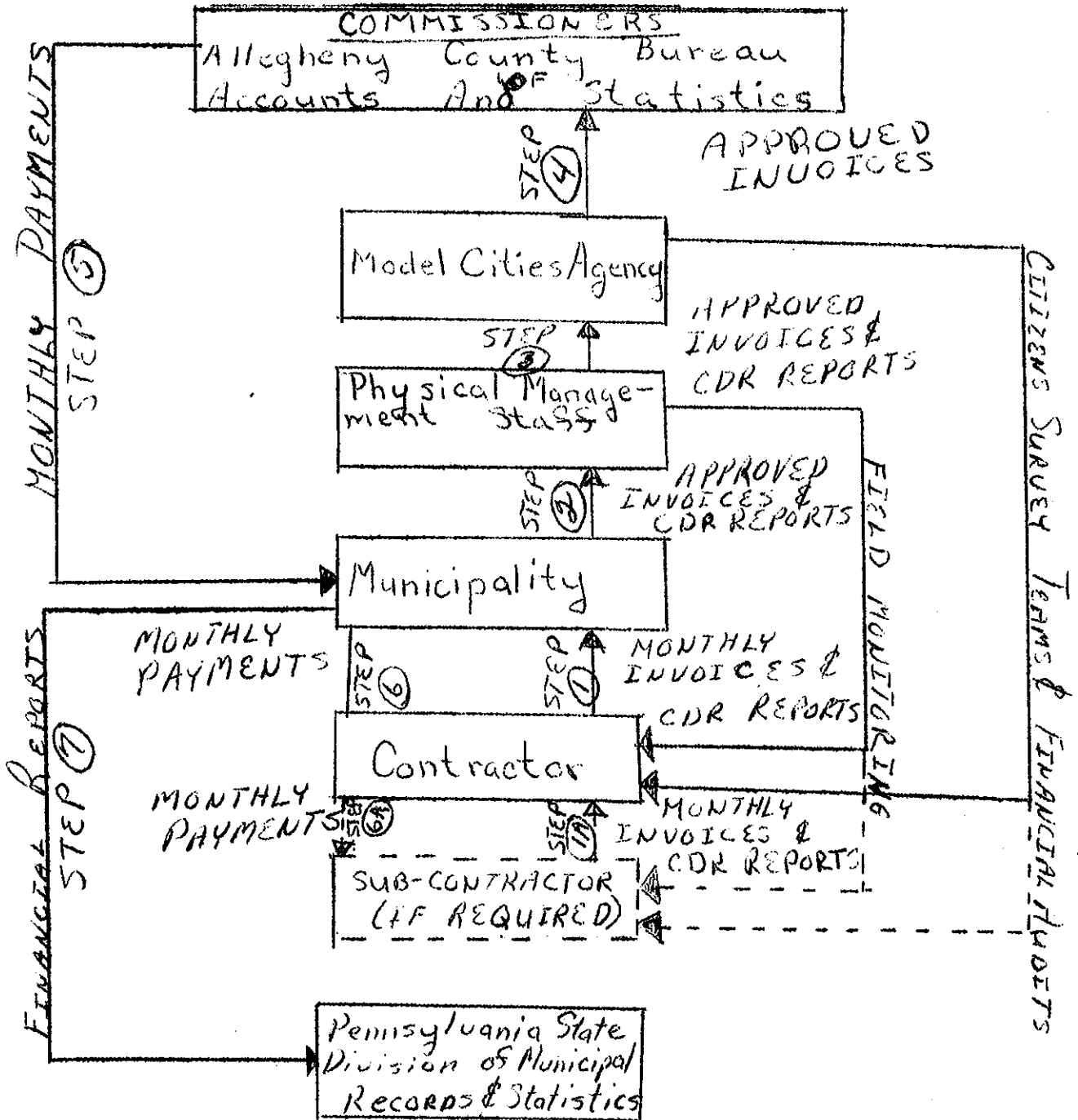
The Citizen Survey Team reports will be evaluated and compiled by the Evaluation/Data Management Sections and the results forwarded through the Contract Administrator to the Operating Agency(s).

Fiscal Section will take responsibility for all bookkeeping and will submit any records required to the Municipality whose functions would be to "pipeline" billing invoices and payment vouchers to the Contractor/Sub-contractor as well as to maintain State required records.

All the foregoing applies to situations where the Municipality does not do any construction work and/or purchasing through its own Work Force. In this specific case, steps 1, 1A, 6 and 6A on the interface flow diagram are eliminated. Field Monitoring, Citizen Surveys and financial audits will then be performed upon the Municipality and its work force. All other steps in the interface flow diagram would remain unchanged except that in this case, Municipality may elect to do its own Bookkeeping instead of having Fiscal Section perform that service.



# INTERFACE STATELY FLOW DIAGRAM



APPENDIX III

CONTRACT ADMINISTRATION