

ORDINANCE NO. 916

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING THE APPROPRIATE OFFICIALS TO ENTER, EXECUTE AND RATIFY AN AGREEMENT WITH THE COUNTY OF ALLEGHENY, ACTING AS THE COUNTY DEMONSTRATION AGENCY, AND APPROVED BY THE ALLEGHENY COUNTY TURTLE CREEK VALLEY MODEL CITIES AGENCY, FOR THE PURPOSE OF RENOVATION OF SIDEWALKS LOCATED ON PATTON STREET.

BE IT ORDAINED AND ENACTED by the Borough of Monroeville, in Council assembled, as follows:

Section I. That the appropriate officials of the Borough of Monroeville are hereby authorized to enter, execute and ratify an agreement with the County of Allegheny, acting as the County Demonstration Agency, and approved by the Allegheny County Turtle Creek Valley Model Cities Agency, for the purpose of renovation of sidewalks located on Patton Street, a copy of said agreement is attached hereto, made a part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 11th day of February, 1975.

ATTEST:

BOROUGH OF MONROEVILLE

S/ Marshall W. Bond
Secretary

By S/ George C. Dale
President of Council

(SEAL)

EXAMINED AND APPROVED this 12th day of February, 1975.

S/ R. E. Droske
Mayor

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of August, 1974, effective May 1, 1974, by and between the COUNTY OF ALLEGHENY, a political subdivision of the Commonwealth of Pennsylvania, acting as the COUNTY DEMONSTRATION AGENCY, an agency existing under the Demonstration Cities and Metropolitan Development Act of 1966, Title I, as amended, P.L. 89-754, 80 STAT. 1225, hereinafter referred to as "CDA", through the Allegheny County Turtle Creek Valley Model Cities Agency,

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BOROUGH OF MONROEVILLE, a municipal corporation, located within the County of Allegheny, Commonwealth of Pennsylvania, hereinafter referred to as "Municipality."

W I T N E S S E T H:

WHEREAS, the CDA has entered into a contract with the United States of America for a Grant for the planning and developing of a Comprehensive County Demonstration Program for the Turtle Creek Valley Model Neighborhood Area, hereinafter referred to as "Area"; and

WHEREAS, the Municipality desires to have renovation work done on Patton Street, located within the Borough of Monroeville, Allegheny County, Pennsylvania, which work CDA deems to be in the public interest; and

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

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

1. CDA does hereby engage the services of the Municipality under the supervision, direction and control of Director, and Municipality hereby agrees to render the services set forth herein, and to devote the professional and expert skill of its personnel thereto to the best of their ability.

2. Municipality agrees to perform those services more specifically set forth in Exhibit "A", entitled "Scope of Services", attached hereto and specifically made a part hereof.

3. Federal Minimal Requirements - The following conditions, promulgated HUD take precedence over any conflicting conditions in this Agreement:

a) Restrictions and Disbursements - No money under this Agreement shall be disbursed by Municipality to any contractor except pursuant to a written contract which incorporates the applicable Supplementary Conditions, and unless the contractor 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 each of the eleven boroughs within the boundaries of the Turtle Creek Valley Model Neighborhood Area, which have the responsibility for administering a project or activity.

- (2) Contractor means an entity, other than a municipality (except as noted in the Labor Standards Provisions of HUD) that furnishes to the CDA or to a municipality, services or supplies, other than standard 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 the CDA, Municipality's records with respect to all matters covered by this Agreement, and will permit CDA, HUD and/or representatives of the 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 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 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 the appropriate steps to assure compliance.

2. The Municipality agrees that it will incorporate into every contract required to be in writing the following provisions:

"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, either direct or indirect, in this contract. 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 Municipality 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 ensure that residents of the Area are given maximum opportunities for 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 ensure 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; lay-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, sex or national origin, be excluded from participating 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 (8) 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, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, all copyrighted 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 therefor, 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 partisan 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 purposes designed to support or defeat legislation pending before the Congress.

n) Use of Property - Whenever Grant funds are used in whole or in part for the purchase or construction (including rehabilitation) of property (other than office equipment, supplies, materials and other personal property used for the administration of the program or any project) title to said property shall not be transferred for a period of five years from the date of purchase or completion of construction without the approval of the CDA and HUD. Should it be desirable to sell the property or otherwise transfer the ownership before expiration of the five-year period, a request should be submitted to the CDA. CDA approval of such request shall require HUD concurrence.

4. County Demonstration Agency Requirements

a) This Agreement shall be governed by and interpreted according to 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 that CDA 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 CDA for reproduction and/or furnish reproductions of the same, at cost, to the CDA.

c) The CDA agrees to furnish the Municipality with all necessary data and information necessary for the furtherance of the provisions of this Agreement.

d) 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 in the amount of compensation, which are mutually agreed upon by and between the CDA and the Municipality, shall be incorporated in written amendments to this Agreement.

e) Municipality may not assign any part of its interest in this Agreement without express written approval of CDA.

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

g) Neither the municipality, nor any of its employees, shall be construed to be employees of the CDA for any purpose whatsoever.

h) The Municipality shall furnish such Certificates of Insurance as may be required by CDA.

5. Municipality agrees that in all hiring or employment made possible by or resulting from this Agreement, that it shall make final selection of applicants from among those applicants for employment who have been referred to Municipality by the Personnel Referral Center of the Allegheny County Turtle Creek Valley Model Cities Agency.

6. Compensation - The CDA agrees to pay to Municipality for the services to be rendered under the terms of this Agreement, a sum not to exceed TWENTY THOUSAND TWO HUNDRED TWENTY-NINE (\$20,229.00) DOLLARS, which amount shall constitute full and complete compensation for the services to be rendered by Municipality under this Agreement. Said compensation shall be paid upon certification by Director 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 under the terms of this Agreement exceed the sum of TWENTY THOUSAND TWO HUNDRED TWENTY-NINE (\$20,229.00) DOLLARS.

7. Time of Performance - The services to be performed by Municipality are to commence upon the effective date of this Agreement, and shall be completed no later than September 30, 1974.

8. Termination -

a) Termination of Agreement for Cause - If, through any cause, the Municipality shall fail to fulfill in timely and proper manner, its obligations under this Agreement, or if the Municipality shall violate any of the covenants, agreements

or stipulations of this Agreement, CDA shall thereupon have the right to terminate this Agreement by giving written notice to 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 Municipality under this Agreement shall, at its option, become the property of CDA, and the Municipality shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

b) Termination for Convenience - The CDA may terminate this Agreement at any time, by thirty (30) days' notice, in writing. If the Agreement is so terminated by CDA for convenience, the Municipality shall 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 this Agreement, less payments of compensation previously made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

BOROUGH OF MONROEVILLE

S/ Marshall W. Bond
(Title) Secretary
(SEAL)

By S/ George C. Dale
(Title) President of Council

ATTEST:

COUNTY OF ALLEGHENY

S/ T. B. Carpenter
Chief Clerk

By S/ Leonard C. Staisey
Wilma H. Bishop
Wm. R. Hunt, M.D. by Wm. B. Ross

APPROVED:

Board of County Commissioners

S/ John N. Milberger
Director, Allegheny County Turtle
Creek Valley Model Cities Agency

APPROVED AS TO FORM:

S/ Stephen A. Zappala
County Solicitor

S/ M. Victoria Geddin
Assistant County Solicitor

S/ Edward C. Boyle
Solicitor, Allegheny County Turtle
Creek Valley Model Cities Agency

SCOPE OF SERVICES

Municipality agrees to be responsible for the performance of the following services in connection with the Patton Street renovation in the Borough of Monroeville, Allegheny County, Pennsylvania:

- a) The preparation of design drawings, specifications and cost estimates;
- b) The preparation of any and all forms, invoices, or other such materials which may be required by PennDot before, during, or after completion of this project;
- c) The supervision of all construction work necessary for completion of this project;
- d) The preparation of all pertinent bid documents relative to the purchase and/or installation of equipment or material required for this project;
- e) The awarding of a contract and/or contracts in accordance with the laws of the Commonwealth of Pennsylvania;
- f) The certification of all construction work made possible by, or resulting from this Agreement.

It is further agreed that Municipality shall have on file and subject to public inspection in the office of the Borough Engineer of the Borough of Monroeville, all specifications, drawings, plans and related documents, in connection with this project.

EXHIBIT "A"