

ORDINANCE NO. 970

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING THE APPROPRIATE OFFICIALS OF SAID BOROUGH TO ENTER INTO A CONTRACT WITH THE COUNTY OF ALLEGHENY ACTING AS THE COUNTY DEMONSTRATION AGENCY.

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

That the appropriate officials are hereby authorized to enter into an agreement with the County of Allegheny acting as the County Demonstration Agency for the purpose of providing funding for the Overlook Park Pathway, a copy of said Agreement is attached hereto, made a part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 9th day of September, 1975.

(SEAL)

ATTEST:

BOROUGH OF MONROEVILLE

S/ Marshall W. Bond
Secretary

By S/ George C. Dale
President of Council

EXAMINED AND APPROVED this 16th day of September, 1975.

S/ R. E. Droske
Mayor

THIS AGREEMENT, made and entered into this day of , 197 , effective June 1, 1975, 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, herein after 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 called, "Borough".

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 Borough is desirous of providing the residents of the Adderly section of Monroeville Borough with better accessibility to Overlook Park, by constructing a paved walkway between Overlook Park and the Adderly Section of Monroeville Borough, which CDA deems to be in the public interest; and

WHEREAS, the CDA desires to employ the services of Borough 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 Borough under the supervision, direction and control of Director, and Borough 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. Borough 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 set forth in subparagraphs a) through n) hereof, promulgated by HUD take precedence over any conflicting conditions in this Agreement. The Borough agrees to incorporate the Federal Minimal Requirements set forth in subparagraphs a) through n) hereof, into any and all subcontracts made possible by or resulting from this Agreement.

- a) Restrictions and Disbursements - No money under this Agreement shall be disbursed by Borough to any contractor except pursuant to a written contract which incorporates the applicable Federal Minimal Requirements, 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) Borough refers to an entity which has the responsibility for administering a project or activity.
 - (2) Contractor means an entity, other than a Borough (except as noted in the Labor Standards Provisions of HUD) that furnishes to the CDA or to a 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 to the CDA, Borough'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 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 functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect in this Agreement, and the shall take appropriate steps to assure compliance.
 - (2) The Borough agrees that it will incorporate into every contract required to be in writing, as a result of this Agreement, 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 Borough 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 advertisement; 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, sex, religion 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 resulting from this Agreement. The Borough and each employer will comply with all requirements imposed by or pursuant to the regulations of HUD effectuating Title IV 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 Borough 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 Borough in the course of the furtherance of the provisions of this Agreement, the Borough 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 Borough 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 Borough 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 Borough shall be incorporated in written amendments to this Agreement.
 - e) Borough may not assign any part of its interest in this Agreement without express written approval of CDA.
 - f) Borough 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 Borough, nor any of its employees, shall be construed to be employees of the CDA for any purpose whatsoever.

SCOPE OF SERVICE

The Borough of Monroeville agrees to be responsible for the performance of the following services, under the terms of this Agreement, in connection with the construction of a paved walkway, with adequate drainage, from Overlook Park to the Adderly section of Monroeville Borough:

1. Preparation of all necessary plans, drawings, specifications and bid documents;
2. Advertisement for, analysis and awarding of bids in accordance with the laws of the Commonwealth of Pennsylvania;
3. Obtaining permits, if any, which are necessary for completion of the within-defined project;
4. Construction and installation of the following facilities in accordance with accepted engineering practices:
 - a) Approximately 1250 lineal feet 4' asphalt side walk 4" thick
 - b) Approximately 870 lineal feet 18" corrugated metal pipe
 - c) 4 catch basins

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

5. The Borough 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 Borough by the Personnel Referral Center of the Allegheny County Turtle Creek Valley Model Cities Agency.

6. It is expressly understood and agreed that Borough shall not subcontract any of the services to be performed under the terms of this Agreement, or engage the services of any consultant in connection with this Agreement, without prior written consent of Director, or his duly authorized representative.

7. Compensation - The CDA agrees to pay to Borough for the services to be rendered under the terms of this Agreement, a sum not to exceed TWENTY-SEVEN THOUSAND (\$27,000.00) DOLLARS, which amount shall constitute full and complete compensation for the services to be rendered under the terms of this Agreement. Said compensation shall be paid upon certification by Director to, and acceptance by, the Board of County Commissioners of Allegheny County.

8. Time of Performance - The services to be performed by Borough are to commence upon the effective date of this Agreement, and shall be completed no later than December 31, 1975.

9. Termination -

- a) Termination of Agreement for Cause - If, through any cause, the Borough shall fail to fulfill in timely and proper manner, its obligations under this Agreement, or if the Borough 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 Borough 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 Borough under this Agreement shall, at its option, become the property of CDA, and Borough 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 Borough shall be paid an amount which bears to the total services of Borough covered under the terms of this Agreement, less payments of compensation previously made.

10. AVAILABILITY OF FUNDS AND TERMINATION OF OBLIGATIONS RELATED THERETO -

Any and all payments made to Borough pursuant to this Agreement are contingent on the receipt by the CDA of Federal or State funds applicable to the project as defined herein. It is specifically understood and agreed by Borough that CDA shall not be obligated to pay any monies to Borough hereunder and hereinafter in the event that such Federal or State funds are, for any reason, terminated or withheld from

the CDA or otherwise not forthcoming, including, but not limited to, presently committed funds or future funds contemplated for any subsequent phase or parts thereof, under and pursuant to this Agreement. In the event that said funds are terminated or withheld from the CDA, or otherwise not forthcoming, Borough agrees to accept as full and complete payment under the terms of this Agreement, only such funds as the CDA has received from the appropriate Federal or State agencies for the within defined project.

Thereafter, the Borough shall be relieved of any obligations to continue and complete the project or projects contemplated herein.

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

(SEAL)

ATTEST:

BOROUGH OF MONROEVILLE

S/ Marshall W. Bond
Secretary

By S/ George C. Dale
President of Council

ATTEST:

COUNTY OF ALLEGHENY

CHIEF CLERK

By _____

APPROVED:

Board of County Commissioners

Director, Allegheny County Turtle
Creek Valley Model Cities Agency

APPROVED AS TO FORM:

County Solicitor

Assistant County Solicitor

Solicitor, Allegheny County Turtle
Creek Valley Model Cities Agency