

CONTRACT FOR CONSULTING SERVICES

CONTRACT FOR PROFESSIONAL SERVICE AND ADVICE

BY AND BETWEEN

THE COUNTY OF LUZERNE

AND

VANESSA BROWER

THIS AGREEMENT , entered into as of the date executed below, by and between the COUNTY OF LUZERNE, PENNSYLVANIA, hereinafter referred to as "Public Body," and Vanessa Brower, hereinafter referred to as "Consultant".

WITNESS THAT:

WHEREAS, the Public Body, through its Office of Community Development, carries out the Community Development Block Grant Disaster Recovery Grants (herein-after sometimes referred to as "Program"), and

WHEREAS, the Public Body, in connection with Program, has a need for professional consulting services and technical assistance on matters relating to Program, and

WHEREAS, the Public Body desires to engage the Consultant for the provision of professional consulting services and technical assistance in connection with the undertakings of the Public Body.

NOW, THEREFORE, the parties to the contract do mutually agree to the following:

I. Scope of Services to be Supplied by Consultant

The Consultant will provide professional services, advice and technical assistance to the County, in connection with their Community Development Block Grant Disaster Recovery Grants.

II. Time of Performance

The services of the firm will commence on **January 1, 2016, and conclude on December 31, 2016**, with an option of two (2) additional years. After each year, the County reserves the right to extend the agreement and to negotiate rates, terms and conditions, based on changes of circumstances or re-RFP the services, as may be in the County's best interest. **In order to exercise this option, an Amendment to the Contract must be signed by both the County and the Consultant.** The County also reserves the right to terminate the contact after each year, with notice given of sixty (60) days.

III. Compensation and Method of Payment

A. The Public Body will pay the Consultant at an hourly rate for services rendered, which shall constitute full and complete compensation for services rendered under this Agreement. Said compensation shall be provided in accordance with the rates established below, which shall include all associated costs relative to provision of services under this agreement:

1. Vanessa Brower @ \$120.00 per hour
2. Technical Consultant @ \$250.00 per hour
3. Consolidated Planning Specialist @ \$100.00-\$120.00 per hour
4. URA Specialist @ \$85.00-\$100.00 per hour
5. Title Specialist @ \$75.00-\$85.00 per hour

5. Title Specialist @ \$75.00-\$85.00 per hour
6. Case Work Admin @ \$40.00-\$50.00 per hour

B. Total compensation paid under this contract, including expenses, for 2016 will not exceed \$60,000.00; with an option of two (2) additional years.

Compensation will be made as follows:

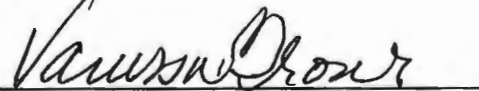
1. **Monthly invoices** will be provided to the Public Body by the Consultant for each hour, or fractional part of an hour in excess of 15 minutes, for time expended in rendering such services, per diem charge not to exceed eight (8) hours. It is expressly understood and agreed that services hereunder shall not be requested or rendered, for which the cost to the Public Body would exceed the maximum amount of payment stipulated herein.
2. Travel and other out-of-pocket expenses incurred in performance of the services of this contract, including mileage which will be paid at the GSA rate.

IV. Other Terms and Conditions

This Agreement is subject to the General Terms and Conditions for Contracts for Professional Services attached hereto.

IN WITNESS WHEREOF, the Public Body and the Consultant have executed this Agreement, as of the date below.

Vanessa Brower



ID #536-54-4285

LUZERNE COUNTY



By:

Robert C. Lawton, County Manager

Attest:



Date: 12/28/15

CONTRACTS FOR PROFESSIONAL SERVICES GENERAL TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Public Body shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Public Body, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Public Body from the Contractor is determined.

2. Termination for Convenience of Public Body. The Public Body may terminate this Contract any time by a notice in writing from the Public Body to the Contractor. If the Contract is terminated by the Public Body as provided herein, the Contractor 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 the Contractor covered by this Contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1. hereof relative to termination shall apply.

3. Changes. The Public Body may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Public Body and the Contractor, shall be incorporated in written amendments to this Contract.

4. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

5. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Public Body; provided, however, that claims for money due or to become due the Contractor from the Public Body under this Contract may be assigned to a bank, Trust Company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Public Body.

6. Audit. The Public Body, the Department of Housing and Urban Development, the HUD Office of Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

7. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended, the

HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. The Section 3 clause, set forth in 24 CFR, 135.20(b) provides: "Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- A. *The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by, persons residing within the unit of local government or the metropolitan area (or non-metropolitan county), as determined by the Secretary, in which the project is located.*
- B. *The parties to the contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR ----, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.*
- C. *The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers= representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.*
- D. *The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR ----. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR ---- and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.*
- E. *Compliance with the provisions of Section 3, the regulations set forth in 24CFR ----, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135."*

The Contractor agrees to abide by the Section 3 clause set forth above and will also cause this Section 3 clause to be inserted in any subcontracts entered into with third parties for work covered by this agreement.

8. Equal Employment Opportunity for Activities and Contracts not subject to Executive Order 11246, as amended. In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or familial status. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or familial status. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or familial status. The Contractor shall incorporate the foregoing requirements of this paragraph in all subcontracts for program work.

9. Compliance with Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement in excess of \$100,000 agree to the following requirements:

- 1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violation Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- 2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines thereunder.
- 3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4) Agreement by the Contractor that will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

10. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

11. Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or Other Public Officials. No member, officer or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

12. Prohibition Against Payments of Bonus or Commission. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

13. American with Disabilities Act. The contractor is hereby made aware that any building or facility (other than privately owned residential structure) designed, constructed, or altered with funds made available under the Community Development Block Grant Program, shall comply with the requirements of the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

14. National Flood Insurance Program. The contractor is hereby made aware that projects assisted through the Community Development Block Grant Program shall comply with the Federal Disaster Protection Act of 1973. Under the Act, no Federal Agency or Office shall approve any financial assistance for acquisition or construction purposes as defined under section 3 (a) of the said Act, on and after July 1, 1975, (or one year after a community has been formally notified of its identification as a community contained in an area of special flood hazard, whichever is later) for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such an area is situated is then participating in the National Flood Insurance Program.

15. Retention of Records. Financial records, supporting documents, statistical records, the environmental review records required by 24 CFR 58.11, and all other records pertinent to the grant program shall be retained by the recipient for a period of four years from the date of the submission of the annual performance report.

16. Reasonable Compensation to Employees. No person employed by the Contractor for personal services under this contract shall receive more than a reasonable rate of compensation, which in any event on a daily basis shall not exceed the maximum daily rate of compensation for GS-18 as established by federal law. If an audit or monitoring review indicates that the rates of compensation paid to any person working under this contract were not reasonable or exceeded the maximum daily rate for a GS-18, the Public Body shall be entitled to recapture the unreasonable portion of the daily rate or such amount which exceeds the GS-18 daily rate.

17. Energy Efficiency Standards. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

AMENDMENT #1

The Contract between the County of Luzerne and Vanessa Brower executed on December 28, 2016 has been amended as follows:
2015 add

III) – Compensation and Method of Payment

Total compensation paid under this contract, including expenses, for 2016 will not exceed \$90,000.00

In all other respects, all terms and conditions contained in the original Contract shall remain the same.

Execution of this Amendment signifies your acceptance of the terms of this Amendment.

Vanessa Brower
ID #536-54-4285

Vanessa Brower

Date: 12/14/2016

County of Luzerne

BY: *Dustin Tiller*
County Manager

Date: 1/3/17

AMENDMENT #2

The Contract between the County of Luzerne and Vanessa Brower executed on December 28, 2015 has been amended as follows:

II) – Time of Performance

The services of the firm for year (2) of the Contract will commence on January 1, 2017 and conclude on December 31, 2017.

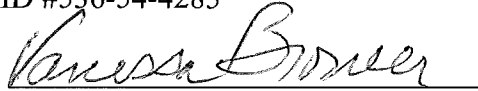
III) – Compensation and Method of Payment

Total compensation paid under this contract, including expenses, for 2017 will not exceed \$175,000.00

In all other respects, all terms and conditions contained in the original Contract shall remain the same.

Execution of this Amendment signifies your acceptance of the terms of this Amendment.

Vanessa Brower
ID #536-54-4285



Date: 3/7/2017

:

County of Luzerne

BY: _____
County Manager

Date: _____

AMENDMENT #3

The Contract between the County of Luzerne and Vanessa Brower executed on December 28, 2015 has been amended as follows:

II) – Time of Performance

The services of the firm for year (3) of the Contract will commence on January 1, 2018 and conclude on December 31, 2018.

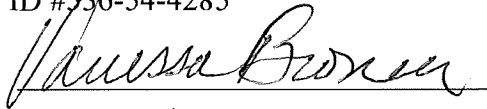
III) – Compensation and Method of Payment

Total compensation paid under this contract, including expenses, for 2018 will not exceed \$60,000.00

In all other respects, all terms and conditions contained in the original Contract shall remain the same.

Execution of this Amendment signifies your acceptance of the terms of this Amendment.

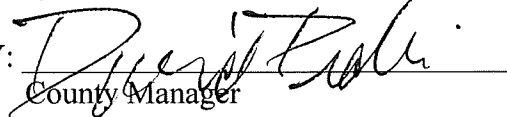
Vanessa Brower
ID #536-54-4285



Date: 12/1/2017

:

County of Luzerne

BY: 
County Manager

Date: 1/18/18