

# RESOLUTION

21-030

Date of Adoption, February 4, 2021

Approved as to Form and Legality



CITY ATTORNEY

Factual content certified by



BENJAMIN DELISLE, DIRECTOR OF HOUSING & ECONOMIC DEVELOPMENT

Councilman/woman

BLAKELEY

presents the following Resolution:

**RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., TO NORTHEAST & BUCKS COMPANY T/A MULLIN & LONERGAN ASSOCIATES FOR PROFESSIONAL PROGRAM ADMINISTRATIVE SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, EMERGENCY SOLUTIONS GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAMS FOR A PERIOD OF ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED \$75,000.00 - RFP2020-50**

**WHEREAS**, the City has a need for Professional Program Administrative Services to provide general technical assistance, policy and project recommendations to the City in matters relating to the administration and execution of its Community Development Block Grant (CDBG), Home Investment Partnership Program, Emergency Solutions Grant (ESG) and other HUD CPD Programs including CARES Act allocations, as well as other related activities, including the housing rehabilitation and the public facilities projects. The consultant may also be requested to provide staff training, internal project file monitoring, project planning, implementation services and other project activity support. The individual or firm selected shall be required to provide professional administrative and project management services whose level and scope will be determined by the City of Trenton; for a period of one (1) year for the City of Trenton, Department of Housing and Economic Development; and

**WHEREAS**, a request for proposal was advertised, and three (3) proposals were received on November 10, 2020 and was evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of Northeast & Bucks Company T/A Mullin & Lonergan Associates, 800 Venial Street, Suite B414, Pittsburgh, PA 15212 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

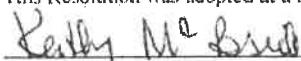
**WHEREAS**, funds in an amount not to exceed \$75,000.00 have been certified to be available in the following account numbers): T-19-21-26-2500-290 from January 8, 2021 to January 7, 2022.

**NOW, THEREFORE IT IS RESOLVED**, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Northeast & Bucks Company T/A Mullin & Lonergan Associates, 800 Venial Street, Suite B414, Pittsburgh, PA 15212 for Professional Program Administrative Services for the Community Development Block Grant, Emergency Solutions Grant and Home Investment Partnership Programs in an amount not to exceed \$75,000.00 for a period of one (1) year for the City of Trenton, Department of Housing and Economic Development.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

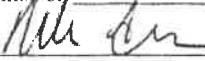
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MCBRIDE		✓			VAUGHN			✓	
CALDWELL WILSON	✓				MUSCHAL	✓								
HARRISON	✓				RODRIGUEZ	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on



President of Council

February 4, 2021



City Clerk

## **PROFESSIONAL SERVICES CONTRACT**

**RFP2020-50  
RESOLUTION 21-030**

### **PROFESSIONAL ADMINISTRATIVE SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, EMERGENCY SOLUTIONS GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAMS**

THIS CONTRACT, made this 4<sup>TH</sup> day of FEBRUARY 2021 by and between the **CITY OF TRENTON,  
319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **NORTHEAST & BUCKS COMPANY T/A MULLIN & LONERGAN ASSOCIATES, 800 VENIAL STREET, SUITE B414, PITTSBURGH, PA 15212** (CONTRACTOR").

WHEREAS, the City has a need for **PROFESSIONAL ADMINISTRATIVE SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, EMERGENCY SOLUTIONS GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAMS** for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide **PROFESSIONAL ADMINISTRATIVE SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, EMERGENCY SOLUTIONS GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAMS** for the City of Trenton, Department of Housing and Economic Development in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

**PROFESSIONAL ADMINISTRATIVE SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, EMERGENCY SOLUTIONS GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAMS** for the City agrees to retain **NORTHEAST & BUCKS COMPANY T/A MULLIN & LONERGAN ASSOCIATES, 800 VENIAL STREET, SUITE B414, PITTSBURGH, PA 15212** ("the request of and under the general supervision of the City of Trenton, Department of Housing and Economic Development.

#### **1. SCOPE OF SERVICES**

##### **SEE ATTACHED SCOPE OF SERVICES**

##### **DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of one (1) year from January 8, 2021 to January 7, 2022 on an as needed basis in an amount not to exceed \$75,000.00.

2. **STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
3. **NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
4. **INTEGRATION:** **Resolution #21-030** and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Housing and Economic Development.

relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Housing and Economic Development.

5. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.
6. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

#### **7. MISCELLANEOUS PROVISIONS:**

- a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are

taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17:27:
  1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
  2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
  3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

William C. Ward Secretary

2-22-21

**NORTHEAST & BUCKS COMPANY**  
**T/A MULLIN & LONERGAN ASSOCIATES**  
**800 VENIAL STREET, SUITE B414**  
**PITTSBURGH, PA 15212**

Seal: \_\_\_\_\_

Attest: Juli Fihely

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

M. H. Conlon  
MATTHEW H. CONLON, RMC  
MUNICIPAL CLERK

CITY OF TRENTON

W. Reed Gusciora  
W. REED GUSCIORA, ESQ.  
MAYOR

DATE

3-11-21

DATE

3-9-21

### III. SCOPE OF WORK

Consultant agrees to provide general technical assistance, policy and project recommendations to the City in matters relating to the administration and execution of its Community Development Block Grant (CDBG), Home Investment Partnership Program, Emergency Solutions Grant (ESG) and other HUD CPD Programs including CARES Act allocations, as well as other related activities, including the housing rehabilitation and the public facilities projects. The consultant may also be requested to provide staff training, internal project file monitoring, project planning, implementation services and other project activity support. The individual or firm selected shall be required to provide professional administrative and project management services whose level and scope will be determined by the City of Trenton.

Specific administrative services required shall include, but not be limited to:

- Prepare City's Annual Action Plan
- Prepare Environmental Review Records acceptable for HUD approval and release of Community Development Program funds.
- Prepare any amendments to existing Annual Action Plan for HUD approval.
- Prepare the Consolidated Annual Performance and Evaluation Report (CAPER) for the community acceptable for HUD approval.
- Assist the City in overall program compliance for HUD funded Programs.
- Assist the City in meeting financial, administrative, and bookkeeping requirements of the program, including preparation of drawdown requests.
- Assist the City in meeting the record keeping requirements of the program, including the establishment and maintenance of an acceptable filing system.
- Assist the City in contract administration and monitoring requirements of the program, including enforcement of compliance requirements.
- Furnish the City with forms necessary for the implementation of project activities included in the approved application.
- Prepare any program amendments as necessary during the duration of the project.
- Prepare and coordinate the submission of the appropriate documents to HUD for program close-out and completion.
- Assist the City in establishing and maintaining grant management processes.
- Assist City with resolving monitoring and audit findings.
- Conduct public hearings as needed.
- Prepare CDBG documents including contracts, agreements and amendments, as needed.
- When necessary, coordinate activities with other departments for CDBG-funded projects, to ensure consistency with CDBG project scope of work as approved by the Department of Housing and Economic Development.
- Compile eligibility documentation and submit as required in accordance with HUD regulations for projects, including National Objective determinations.
- Provide updates to the appropriate systems (e.g. IDIS) to ensure all projects include the required activity descriptions, locations and beneficiaries.
- Update the City's policies and procedures manuals.
- Ensure compliance with all relevant labor standards regulations.
- Ensure compliance with procurement regulations and policies.
- Prepare for and attend HUD Project Monitoring