

RESOLUTION NO. 39 - 2019

Moved by: Danielle L. Bowers

A Resolution ratifying a professional services agreement with Civitas, LLC for the purpose of providing HUD technical assistance and training related to IDIS systems management for the City of Harrisburg.

WHEREAS, the City of Harrisburg ("City") entered into a professional services agreement with Civitas, LLC ("Civitas") for the purpose of receiving training in the IDIS system and for technical assistance in administering CDBG program funding in the IDIS system; and

WHEREAS, Civitas is a HUD approved vendor; and

WHEREAS, Civitas will conduct a three-day, on-site IDIS training session for Harrisburg staff; and

WHEREAS, Civitas will additionally provide remote technical assistance for specific IDIS questions or issues that may arise throughout the program year; and

WHEREAS, the total value of the contract is \$12,000.00; and

WHEREAS, a copy of the professional services agreement is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG, that the professional services agreement with Civitas, LLC is hereby ratified.

BE IT FURTHER RESOLVED that the Mayor, City Controller and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this Resolution.

I second this resolution *Danielle L. Bowers*

Passed by City Council June 18, 2019

Walter R. D. Walker

President of City Council

Attest Ki Peterson

City Clerk

Approved

Returned to City Council with objections

YEAS	NAYS
<input checked="" type="checkbox"/> MR. ALLATT	
<input checked="" type="checkbox"/> MS. BOWERS	
<input checked="" type="checkbox"/> MS. DANIELS	
<input checked="" type="checkbox"/> MS. GREEN	
<input checked="" type="checkbox"/> MR. MADSEN	
<input checked="" type="checkbox"/> MR. MAJORS	
<input checked="" type="checkbox"/> MS. WILLIAMS	
Yeas <u>7</u>	
Nays <u>0</u>	

Exhibit A

CITY OF HARRISBURG PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Harrisburg, Pennsylvania, by and between the **CITY OF HARRISBURG**, a municipal corporation ("CITY"), and

Civitas LLC
1150 Wexford Park
Mount Pleasant, SC 29466
Ph: (404) 408-1256

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and the Proposal for Consolidated Planning Consulting Services which is attached hereto as "Exhibit A," and the City of Harrisburg Standard Terms and Conditions. If a conflict exists between these documents the language of this Agreement shall take precedence over any other.
2. **Term.** This Agreement shall become effective on the date the last party hereto signs the Agreement, as indicated by the date next to that party's signature ("Effective Date"). This Agreement shall terminate on the thirtieth (30th) day of September, 2019.
3. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A for projects as determined and confirmed with the City's representative. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services:
 - (1) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A ;
 - (2) CONTRACTOR estimates the additional compensation required for these additional services; and
 - (3) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the authorized City Officials or the City authorized designees, or by the Harrisburg City Council.
4. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement as is defined on the fee schedule submitted by CONTRACTOR or as specified in the solicitation documents. The payments specified in Exhibit A shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 3, above, CITY approves additional compensation for additional services.

A Purchase Order Number and Notice to Proceed issued by the CITY is required prior to commencing work. The Purchase Order date (order date) is required to precede the invoice or application for payment for checks to be issued. **Submission of Invoicing or payment applications prior to receipt of a Purchase Order will result in severe payment processing delays or non-payment of services, without liability upon the CITY.** If the CONTRACTOR has not received payment within (45) calendar days of CITY'S receipt of invoicing or application of payment, the CONTRACTOR may assess Interest on the undisputed portions of Invoicing or payment applications computed at the rate of one-half of one percent per month (6% per

- annum).
5. **Facilities and Equipment.** CONTRACTOR shall, at its sole cost and expense, furnish all facilities, labor, tools, materials and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement.
 6. **Changed Conditions.** CONTRACTOR has used its professional judgment in establishing the scope of services and fee for this project, given the information provided by CITY or known to CONTRACTOR about the project's nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this Agreement. Occurrences or discoveries that were not originally contemplated by or known to CONTRACTOR shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If CONTRACTOR should request an adjustment to this Agreement, CONTRACTOR shall identify the changed conditions and the CITY shall promptly and in good faith enter into a renegotiation of the Agreement. If CITY refuses to renegotiate, CONTRACTOR may terminate this Agreement.
 7. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
 8. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.
 9. **Hazardous Materials.** CONTRACTOR'S scope of services does not include any services related to asbestos or hazardous or toxic materials. CONTRACTOR shall have no responsibility under this Agreement to determine the existence, location, quantity, type or composition of any hazardous or toxic materials that may exist at the site. In the event CONTRACTOR or any other party encounters asbestos or hazardous or toxic materials at the site, or should become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of CONTRACTOR'S services, CONTRACTOR may, at its option and without liability for consequential or other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials and warrant that the site is in full compliance with applicable laws and regulations.
 10. **Relationship of Parties.** The parties intend that an independent CONTRACTOR relationship will be created by this Agreement and it is understood that the CONTRACTOR will not be an employee of the CITY. The CONTRACTOR shall act in the capacity of an Independent CONTRACTOR with respect to the CITY. The CONTRACTOR shall not be, nor represent himself or herself as being, an employee or agent of the CITY, and shall not be, nor represent himself or herself as being authorized to bind the CITY. The CONTRACTOR shall not have the status of an employee of the CITY and shall not be eligible to participate in any employee benefit plans, pension plans, group insurance plans, paid vacation/sick leave programs, or any other employee benefits. CITY shall not provide social security, unemployment compensation, disability insurance, worker's compensation or similar coverage, nor any statutory benefits, to the CONTRACTOR. The CONTRACTOR shall be solely responsible for all taxes, withholdings, and other similar statutory obligations, including, but not limited to workers' compensation Insurance and CONTRACTOR agrees to indemnify and hold the CITY harmless in the event the CITY is required to pay any of the same on behalf of the CONTRACTOR.

11. **Work Product Ownership.** Any plans, drawings, specifications, reports, field notes, calculations, works, ideas, discoveries, inventions, products, or other information, whether or not copyrightable, trade markable, patentable (collectively, the "Work Product") developed in whole or in part by the CONTRACTOR in connection with the Services shall automatically become the exclusive property of the CITY. No license or conveyance of any such rights to the CONTRACTOR is granted or implied under this Agreement. CONTRACTOR, without further consideration, agrees to sign all documents necessary to confirm or perfect the exclusive ownership of the CITY to the Work Product. The terms of this Paragraph shall survive termination of this Agreement.
12. **Warranty.** CONTRACTOR warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. This warranty is in lieu of and excludes all other warranties whether express or implied, by operation of law or otherwise, including any warranty of fitness for a particular purpose.
13. **Publicity.** Neither CONTRACTOR nor any SUBCONTRACTOR shall use the name of the CITY of Harrisburg, publish any information contained in or derived from the CITY's records, or quote the opinion of any CITY employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the CITY. The terms of this Paragraph shall survive termination of this Agreement.
14. **WBE/MBE/DBE Solicitation.** The City of Harrisburg, in its efforts to promote minority and women owned business (WBE/MBE) participation in CITY contracts, has established guidelines and goals for the purchase of goods and services. The criteria for such purchases are set forth in Chapter 2-901 of the Codified Ordinance or if applicable the Affirmative Action Cooperation Plan (AACP), Chapter 2-903. CONTRACTOR must submit all applicable business certifications and the City of Harrisburg Good Faith Effort Form when subcontractors are solicited for this work.
15. **Conflict of Interest Requirements.**
 - A. **Generally.** Under the Pennsylvania State Ethics Act no public official or public employee or his spouse or child or any business in which the person or his spouse or child is associated shall enter into any contract valued at \$500 or more with the governmental body with which the public official or public employee is associated or any subcontract valued at \$500 or more with any person who has been awarded a contract with the governmental body with which the public official or public employee is associated, unless the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such a case, the public official or public employee shall not have any supervisory or overall responsibility for the implementation or administration of the contract. Any contract or subcontract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced within 90 days of the making of the contract or subcontract.
 - B. **Conflict of Interest Statements.** Contractor covenants and agrees that he has no direct or indirect interest which would conflict in any manner with the performance of services under this Agreement and, during the term of the Agreement or any extension thereof. Contractor will not engage in any activities which could cause a conflict of interest or the appearance of a conflict of interest with the City of Harrisburg.
16. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO Commercial General Liability (CGL) insurance on Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, advertising injury and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence/\$2,000,000 aggregate. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) combined single limit per accident. The policy shall provide coverage for owned, non- owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.
- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.
- (4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000) per accident/\$1,000,000 disease policy limit/\$1,000,000 disease each employee.
- (5) Professional Liability Insurance covering negligent acts, errors, and omissions associated with CONTRACTOR'S work, with a limit of at least one million dollars (\$1,000,000.00) per claim.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed

operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors under Endorsement CG 20 10 10 01 Additional Insured Owners, Lessees, or Contractors – Scheduled Person or Organization and CG 20 37 10 01 Additional Insured Owners, Lessees, or Contractors – Completed Operations or their equivalents.

- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability under Endorsement CA 20 48 02 99 - Designated Insured or its equivalent.

C Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary and noncontributory insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.
- (5) Contractor's Automobile Liability, Commercial General Liability and Workers Compensation policies shall contain waiver subrogation provisions in favor of the CITY, its officials, employees and volunteers.

D Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A: VIII. Self- Insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required prior to execution of this Agreement. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit E. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Harrisburg
c/o Office of Purchasing
10 North 2nd Street, Suite 302A
Harrisburg, PA 17101
purchasing@harrisburgpa.gov

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.
17. **Indemnification.** CONTRACTOR agrees to indemnify, hold harmless, and defend CITY and its agents, employees, directors, and elected and appointed officials from and against any and all claims (including Worker's Compensation Claims), damages, losses and expenses, including but not limited to court costs and reasonable attorneys' fees, for which CITY may be held liable of whatsoever kind or nature, including but not limited to injury (including death) to any person including the CITY's employees and damages to any property of whatsoever kind or nature, arising out of or in any manner connected with the services to be performed under this Agreement by CONTRACTOR, its subcontractor, or any individual or legal entity working on behalf of or under CONTRACTOR's supervision or in any way connected with the use, misuse, maintenance, operation, or failure of any machinery or equipment (regardless of whether such machinery or equipment was furnished, rented, or loaned by CITY), whether due in whole or part to any act, omission, or negligence of CONTRACTOR, its subcontractor, or any individual or legal entity working on behalf of or under CONTRACTOR's supervision. CONTRACTOR shall not be responsible for any claims, damages, losses or expenses arising out of the CITY's negligence.
18. **Limitation of Liability.** Neither CITY nor CONTRACTOR shall be liable for any indirect, incidental, consequential, special or exemplary damages, whether in an action of contract, negligence, strict liability or other tortious action, arising out of this Agreement. Both Parties recognize that this Agreement reflects a reasonable allocation of risks and that such allocation is a significant inducement to provide the services described in this Agreement to the CITY.
19. **Subcontractors.** CONTRACTOR agrees to not subcontract any portion of the Services without prior authorization from the CITY, which authorization shall not be unreasonably withheld. CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in Section 11, above.
20. **Assignment.** CONTRACTOR shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the CITY. Such consent shall not be unreasonably withheld. Any assignment consented to by the CITY shall be evidenced by a written assignment agreement executed by CONTRACTOR and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.
21. **Mercantile License.** If applicable, CONTRACTOR shall comply with Chapter 5-715 of the Codified Ordinances of the CITY of Harrisburg which requires all persons, firms, companies and corporations engaging in business within the CITY of Harrisburg to obtain a Mercantile License and pay the mercantile tax.

22. **Third Party Beneficiary.** Nothing in this Agreement is intended to confer third-party beneficiary status on any other person or entity to enforce the terms of this Agreement.
23. **Employee Liability.** CITY and CONTRACTOR agree that any claim made by either party arising out of any act or omission of any officer, director, or employee in the execution or performance of this Agreement shall be made against CITY or CONTRACTOR, as the case may be, and not against such officer, director or employee.
24. **Right to Know Law.** CONTRACTOR acknowledges that CITY is subject to the Pennsylvania Right to Know Law (65 P.S. §67.101 *et seq.*) CONTRACTOR agrees to assist the CITY in responding to requests pursuant to the Right to Know Law. Should CONTRACTOR deem requested information "Confidential Proprietary Information" pursuant to 65 P.S. § 67.102 CONTRACTOR may be required to defend such a designation on appeal to the Pennsylvania Office of Open Records.
25. **Recitals.** Any recitals are incorporated into the terms of this Agreement as if fully set forth therein.
26. **Entire Agreement.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of the Agreement shall be deemed effective unless in writing and signed by the parties hereto.
27. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
28. **Early Termination.**
 - a. **Termination for Convenience.** The CITY shall have the right to suspend or terminate this Agreement and/or a Purchase Order (without penalty) for its convenience at any time without cause and with (30) days advance written notice to CONTRACTOR.
 - b. **Termination for Loss of Grant Funds.** If all or any portion of CITY'S payment obligations under this Agreement are grant funded (whether via a private, local government, state and/or federal grant program or any combination thereof), the CITY shall have the right to suspend or terminate this Agreement and/or a Purchase Order (without penalty) with immediate effect by written notice to CONTRACTOR due to expiration, suspension or termination of the grant program(s).
 - c. **Termination for Non-Appropriation of Funds.** The CITY's obligation to make payments during any CITY fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (CITY, State and/or Federal) are not appropriated or otherwise made available to support continuation of performance of this Agreement in a subsequent fiscal period, the CITY shall have the right to terminate this Agreement and/or a Purchase Order (without penalty) with immediate effect by written notice to CONTRACTOR.
 - d. **Termination for Cause.** The CITY and CONTRACTOR shall have the right to suspend or terminate this Agreement and/or a Purchase Order with immediate effect for cause due to either party's breach of any of the terms and conditions of this Agreement or CONTRACTOR'S bankruptcy or insolvency.

In the event of Early Termination pursuant to this Paragraph:


- a. **CONTRACTOR** shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product prepared in connection with this Agreement.
 - b. **CITY** shall pay **CONTRACTOR** the reasonable value of Services satisfactorily rendered by **CONTRACTOR** prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by **CONTRACTOR** had the Agreement not been terminated or had **CONTRACTOR** completed the Services required by this Agreement. In this regard, **CONTRACTOR** shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services satisfactorily rendered by **CONTRACTOR**. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
29. **Delay/Force Majeur.** Neither CITY nor **CONTRACTOR** shall be liable for any delays resulting from acts of God, acts of third parties, orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions or officials, or any civil or military authority, equipment failures, strikes, severe weather conditions, fires, riots, wars, earthquakes, equipment or facility shortages or any other causes beyond its reasonable control.
30. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
31. **Survival of Terms.** The terms and conditions of this Agreement that by their sense and context are intended to survive termination hereof shall so survive, including without limitation the sections relating to indemnification.
32. **Applicable Law & Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions thereof. Each party hereto consents to the exclusive jurisdiction of the state courts of Pennsylvania situated in the County of Dauphin, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania for any litigation that may arise out of this Agreement and each party hereto waives any objection based on *forum non conveniens* or any other objection to such venue. The United Nations Convention on Contracts for Sale of Goods shall not apply.

SIGNATURE SHEET


CITY OF HARRISBURG – CIVITAS, LLC

PROFESSIONAL SERVICES AGREEMENT

THE CITY OF HARRISBURG:

By:  _____ Date: 5/9/19

Eric Papenfuse, Mayor

By:  _____ Date: 5/28/19

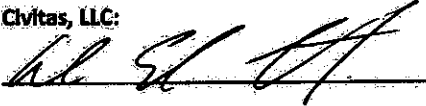
Charlie DeBrunner, Controller

APPROVED AS TO FORM AND LEGALITY:

By:  _____ Date: 5/9/2019

Tiffanie E. Baldock, Sr. Deputy Solicitor

Civitas, LLC:

 _____ Date: 5/3/2019

Erich Chatham,
Managing Partner

The City of Harrisburg is governed under Pennsylvania's Optional Third Class City Law Charter, 53 P.S. § 41101, et seq. Section 53 P.S. § 41413(c) of the law requires that "all bonds, notes, contracts and written obligations of the city shall be executed on its behalf by the mayor and the controller."

EXHIBIT A



www.civitassc.com

IDIS Training & Technical Assistance Proposal

City of Harrisburg, PA

**Submitted by:
Civitas, LLC**

Date: April 26th, 2019



www.civitassc.com

To: Lillie Miller
Project Director/Asset Manager
City of Harrisburg, PA
Department of Building & Housing Development

From: Civitas LLC
1150 Wexford Park
Mount Pleasant, SC 29466

RE: PROPOSAL FOR CONSOLIDATED PLANNING CONSULTING SERVICES

Civitas is pleased to present this professional services proposal for HUD technical assistance related to IDIS systems management for the City of Harrisburg, Pennsylvania. Please find below a proposed scope of services and budget for providing remote and onsite services for the City's programs.

These services and associated costs are based on our understanding of the City's request, but we are always happy to make adjustments at your request. Civitas is to ready to adhere to the services, costs, and timelines outlined in this proposal, and this signed cover letter binds the company for 60 days. Founding partner Erich Chatham will serve as the primary contact person for this project.

We look forward to furthering our working relationship with your staff and facilitating the provision of decent, safe, affordable housing to the citizens of Harrisburg.

Sincerely,

Karl Erich Chatham

Karl "Erich" Chatham
Civitas, LLC
(404) 408-1256



www.civitassc.com

Statement of Qualification

Civitas, LLC is a research and development consulting firm with offices in Charleston and Columbia, South Carolina. We are in the business of thinking *and* doing. We help government, non-profit, and for-profit enterprises solve problems and implement solutions. Our knowledge and experience with HUD programs, social science research, economic development, and community revitalization put us in a unique position to assist a consortium of public and private entities in better meeting their missions. We bring a passion for public service to our work in areas such as affordable housing development, grant writing & administration, program evaluation, research design & implementation, social & economic impact analysis, survey research, GIS mapping/ spatial analysis, and project management. Organizations we have worked with include: Price Waterhouse Coopers, Partnership for New York City, Bristol Township, PA; City of Spartanburg, SC; Horry County, SC; El Monte, CA; San Antonio, TX; City of Myrtle Beach, SC; The South Carolina Association of Community Development Corporations; Joseph P. Riley Center for Urban Affairs and Policy Studies; Lowcountry Housing Trust; City of Aiken, SC; The Town of Bluffton, SC; Myrtle Beach Housing Authority; Georgetown Habitat for Humanity; Waccamaw Regional Council of Governments, and the City of Charleston, SC amongst many others. Furthermore, all of our consultants have individual subcontracts with HUD as national technical assistance providers. We provide expertise, training, and problem solving to HUD grantees across the nation.

Personnel

Erich Chatham, Owner

Mount Pleasant, SC

Erich is a founding partner of Civitas, LLC, and manages the company's Charleston office. he has worked on economic and community development projects with local governments, for-profits & non-profits across the country. Erich serves as a national technical assistance provider for the US Department of Housing and Urban Development and is a HOME Certified Specialist. He has conducted numerous IDIS and DRGR training workshops including recent trainings for the eCon Planning Suite.

Erich received a Bachelors of Arts in History and a Secondary Education Certification from Oglethorpe University in Atlanta, GA. He also holds a Masters of Public Administration from the College of Charleston, with a focus in Economic Development and Urban Planning. **Erich will serve as the lead trainer and technical assistance provider for this project.**



www.civitassc.com

Project Examples

Civitas has successfully assisted numerous HUD entitlement communities with IDIS technical assistance and staff training services. Below is a list of recent clients for which Civitas has provided similar services.

IDIS Technical Assistance & Training

- Bristol Township, Pennsylvania
- St. George, Utah
- City of Spartanburg, South Carolina
- County of Spartanburg, South Carolina
- Waccamaw Council of Governments in Georgetown, South Carolina
- Lower Savannah Council of Governments in Aiken, South Carolina
- County of Lexington, South Carolina
- Horry County, South Carolina
- City of Hialeah, Florida
- City of Miami Gardens, Florida
- City of Jacksonville, Florida
- Broward County, Florida
- City of Greenville, North Carolina
- Colorado Springs, Colorado



www.civitassc.com

References

Client: City of Greenville, North Carolina

Period of Performance: July 2017 – current

Project(s): 2017 Action Plan, 2016 CAPER, 2017 AFFH, 2018 ConPlan, Ongoing technical assistance as needed (IDIS, Environmental Review, CDBG & HOME Program Management)

Project Leads: Erich Chatham

Point of Contact: Gloria Kesler, Acting Housing Division Administrator
(252) 329-4226

gkesler@GREENVILLENC.GOV

Client: Broward County, Florida

Period of Performance: October 2015 – December 2015 & November 2017 – current

Project(s): IDIS Training and Technical Assistance

Project Leads: Erich Chatham

Point of Contact: Yvette Lopez, Manager Environmental Protection & Growth Management
Department, Housing Finance & Community Development

(954) 357-4930

ylopez@broward.org

Client: Colorado Springs, CO

Period of Performance: Spring 2016 & Spring 2017

Project(s): IDIS training, 2016 Action Plan & 2017 Action Plan

Project Leads: Erich Chatham

Point of Contact: Steve Posey, HUD Program Administrator, Division Manager
(719) 385-6800

rposey@springsgov.com



www.civitassc.com

Scope of Services

Civitas owner Erich Chatham will provide the onsite IDIS training for Harrisburg staff as well as remote technical assistance related to financial reconciliations between the city's records and IDIS reporting.

On-site IDIS Training Session

Erich will conduct a three-day, onsite IDIS training session for Harrisburg staff. This two training covers all of the IDIS modules in detail and allows for time to review staff members' roles and responsibilities. The three-day session, allows for time throughout the training to review policies and procedures related to overall program management and IDIS functions. The fee for the three-day training is a flat rate of \$4,500 which includes all materials and travel costs.

The on-site training shall be conducted on June 10th, 11th, and 12, 2019 at the City of Harrisburg offices -- specific location to be identified by staff.

Remote Technical Assistance

Following the onsite training, Erich provide additional remote TA at an hourly rate of \$135/hr. with a not to exceed amount of \$7,500. Remote technical assistance can be provided by phone, email and webinar as needed. Remote services can deal with specific IDIS questions or issues that may arise throughout the program year including but not limited to financial reconciliations and reporting requirements.

Agreement

Civitas, LLC:

See Signature sheet

Date: _____

Erich Chatham,
Managing Partner

City of Harrisburg:

See Signature sheet

Date _____

[Name]



CIVITAS

www.civitassc.com

[Title]

INTER

OFFICE

MEMO

To: HARRISBURG CITY COUNCIL
From: Kirk Petroski, City Clerk
LEGISLATIVE APPROVAL FORM

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2019 RESOLUTION NO. 39-2019

THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR'S OFFICE ON:

A. Marie E. Bealock
Sr. Deputy City Solicitor

6-10-2019
Date

Requested by Department/Bureau: DBHD

Department/Bureau Contact Person: Francine Beeks

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on

Received by: [Signature]

Date: 6-10-19