

CONTRACT FOR PROFESSIONAL SERVICES

Temp.

This Contract is made and entered into this 9th day of April, 2018, by and between **Antis Township**, Pennsylvania (“**Municipality**”), and **Clifford Kitner** (“**Consulting Firm**”).

WHEREAS, the **Antis Township** desires to have certain one-time professional consulting work performed involving “**Defining roles and responsibilities of various organizations in administering parks and recreation within the Bellwood-Antis Community and a general review of the Recreational Structure of the Bellwood-Antis Community including but not limited to maintenance, safety and usability**”; and

WHEREAS, **Antis Township** has applied for and received financial assistance in the amount of up to \$10,000 under the PA DCNR Keystone Recreation, Park and Conservation Fund, and;

WHEREAS, **Antis Township** has contributed a 10% local match of \$1,000, and;

WHEREAS, a total of up to \$11,000 of financial assistance has been committed to pay for technical assistance work as detailed in the attached scope of work, and;

WHEREAS, the Consulting Firm desires to perform the work in accordance with the attached scope of work, and;

WHEREAS, the Consulting Firm is equipped and staffed to perform said work;

NOW, THEREFORE, BE IT RESOLVED that the parties, intending to be legally bound, agree as follows:

THE CONSULTING FIRM WILL:

1. Provide professional consulting services in accordance with the attached scope of work, and Nondiscrimination/Sexual Harassment Clause, which is attached hereto and incorporated herein as Appendix A.
2. Obtain approval from the **Antis Township** of any changes to the staffing in its proposal. However, approval will not be denied if the staff replacement is determined by the **Antis Township** to be of equal ability or experience to the predecessor.

THE [MUNICIPALITY] WILL:

1. Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed \$ 11,000.00.
2. Provide the Consulting Firm with reasonable access to **Antis Township** personnel, facilities and information necessary to properly perform the work required under this Contract.

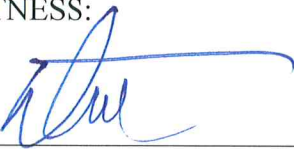
3. Except as provided in Item 4 below, make payment to the Consulting Firm within 30 (thirty) days after receipt of a properly prepared invoice for work satisfactorily performed.
4. Make final payment of 10% of the funds available to the Consulting Firm under this Contract within 30 (thirty) days after final product approval by the Department of Conservation and Natural Resources.

IT IS FURTHER AGREED THAT:

1. All copyright interests in work created under this Contract, such as but not limited to the documents composed and produced by the Consultant while providing technical assistance to the Township are property of **Antis Township and PA DCNR**. The work shall be considered work made for hire under copyright law. Alternatively, if the work cannot be considered work made for hire, the Consulting Firm agrees to assign and, upon the creation of the work, expressly and automatically assigns, all copyright interests in the work to **Antis Township and PA DCNR**.
2. In the performance of services under this Contract, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.
3. **Antis Township** agrees to permit the Consultant to determine hours of work and work periods so long as the project is completed by 9-1-2018. Upon mutual agreement by **Antis Township** and the Consultant, this completion date may be extended.

In witness thereof, the parties hereto have executed this Contract on the day and date set forth above.

WITNESS:



[Municipality]:



[Lucas Martsolf Antis Township Manager]

WITNESS:

[Consulting Firm]:



[Clifford Kitner Peer Consultant]

APPENDIX "A"

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The GRANTEE agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the GRANT AGREEMENT or any subgrant agreement, contract, or subcontract, the GRANTEE, a subgrantee, a contractor, a subcontractor, or any other person acting on behalf of the GRANTEE shall not, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The GRANTEE, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed or color.
3. The GRANTEE, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The GRANTEE, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The GRANTEE, any subgrantee, contractor or any subcontractor shall, within the time periods requested by the Commonwealth, furnish any and all necessary employment documents and records and permit access to their books, records and accounts by the DEPARTMENT and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with this Nondiscrimination/Sexual Harassment Clause. Within 15 (fifteen) days after award of this grant, the GRANTEE shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the GRANTEE has fewer than five employees, or if all of its employees are from the same family, or if it has completed the STD-21 form within the past 12 months, it may, within 15 (fifteen) days after award of the grant, request an exemption from the STD-21 form from the DEPARTMENT.
6. The GRANTEE, any subgrantee, contractor or any subcontractor shall include this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Commonwealth may cancel or terminate the GRANT AGREEMENT and, all money due or to become due under the GRANT AGREEMENT may be forfeited for a violation of this Nondiscrimination/Sexual Harassment Clause. In addition, the DEPARTMENT may proceed with debarment or suspension and may place the GRANTEE, subgrantee, contractor or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 amended (09/01/10)

Appendix "B"

SCOPE OF WORK

This Scope of Work for the Peer-to-Peer Project will respond directly to the recommendations pertaining to improving the overall Administration and Management of parks and recreation as presented in the Comprehensive Parks, Recreation, and Open Space Plan just recently completed for Antis Township. The Plan recommended that Antis Township apply to DCNR for a Peer-to-Peer Technical Assistance Project to analyze the management options and provide recommendations on how best to proceed.

Within the Plan, three (3) Guiding Principles are presented. Guiding Principle #1 is to clearly Define the Roles and Responsibilities of the various organizations involved in administering parks and recreation within the Bellwood-Antis community. End products will be the preparation and adoption of an Administrative Manual and new Recreation Authority Bylaws.

Under the Guiding Principle #2, Improve Park Maintenance, recommendations on the designation and transition of the Antis Township Public Works Department's handling of all of the public parks and recreation maintenance will be made. Written formal Maintenance Agreements will be prepared and adopted between Bellwood Borough-Antis Township and other involved entities.

Guiding Principle #3, Improve the Overall Safety and Usability of Park and Recreation Facilities, will include the preparation of a risk management plan, partnering with the Borough Police to provide more surveillance in the parks, and the installation of security cameras in the parks.

As an integral component of the Peer-to-Peer Project, a substantial Public Participation process will be undertaken.