

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO: 1468
DATE ADOPTED: November 21, 2023

Resolution to approve a professional services contract with McCright & Associates, LLC for out-sourcing Housing Quality Inspections (HQS) as part of the Section 8 Housing Choice Voucher Program.

WHEREAS, the Community Development Authority of the City of West Allis (CDA), serves as the housing authority of the City of West Allis managing 633 Section 8 and Veterans Affairs Supportive Housing Vouchers; and,

WHEREAS, the CDA continue to see interest in providing high quality inspections both in HUD Housing Quality Standards and NSPIRE standards for affordable dwelling units throughout the City; and,


WHEREAS, the Staff explored strategies to increase utilization of Vouchers and gain efficiency within the operations of the Voucher programs; and,

Whereas, Staff recommends that the Authority enter a sole source contract with McCright & Associates, (the "Consultant"), not to exceed \$35,000, to independently conduct Housing Quality & NSPIRE inspections including: initial inspections, initial re-inspections, annual inspections, annual re-inspections, emergency inspections, emergency re-inspections, and Rent Reasonableness surveys on all annual & initial inspections (the "Agreement") between the Inspections Agency and the Authority;

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis as follows:

1. That the sum of \$35,000 be and is hereby appropriated from the Section 8 Housing Choice Voucher Program Administrative Fees to meet the CDA's obligations under the aforesaid Agreement.
2. That the Executive Director, or his designee, be and is hereby authorized and directed to execute and deliver the aforesaid sole source Contract on behalf of the CDA, in which the scope of services of such Contract is hereby attached.
3. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

Approved: _____


Patrick Schloss, Executive Director
Community Development Authority



Housing Quality Standards Inspectional Services Contract

This Housing Quality Standards Inspectional Services Contract (Contract) is entered into on October 1, 2023 by and between McCright and Associates (Contractor) and West Allis (Agency). The Contractor and the Agency for the consideration stated agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all labor, materials, equipment, services, and insurance, and perform and complete all work required in accordance with the Agency's specifications dated August 25, 2023, for this Contract.

Article 2. Time of Completion. The Contractor shall commence work under this Contract on the date specified in the Agency's written Notice to Proceed.

Article 3. Contract Price. The Agency shall pay the Contractor for the performance of the contract, subject to additions and deductions as provided for in the specifications, the amounts as stated in the Contractor Fee Schedule, dated August 25, 2023.

Article 4. Contract Documents. This Contract shall also consist of the following component parts:
Agency's RFP for Housing Quality Standards Inspection Services
Contractor's Technical Proposal Package with Fee Schedule for Services

In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first listed above shall govern, except as otherwise specifically stated.

Article 5. Term. The Contractor shall commence its performance of the Services under this Agreement as of October 1, 2023 and, unless sooner terminated pursuant to its terms, this Agreement shall continue in full force and effect for two (2) years thereafter and two (2) additional optional one (1) year terms.

Article 6. Standard Contractual Clauses. This Contract shall incorporate the standard contract clauses contained in the attached page entitled "Standard Contractual Clauses".

Article 7. Certification. The individual signing this contract on behalf of the Contractor hereby certifies, under penalties of perjury, that (s)he has complied with all laws of Wisconsin, relating to taxes, reporting of employees and contractors.

Executed on the _____ day of _____, 2023.

(Agency)
By its authorized representative,

Signature

Patrick Schloss Executive Director
Print Name and Title

McCright and Associates
By its authorized representative,

Signature

Stan McCright, CEO
Print Name and Title



STANDARD CONTRACTUAL CLAUSES

(a) Survival of Representations and Warranties. The representations and warranties contained herein shall survive the execution of this Agreement.

(b) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin.

(c) Parties agree that both jurisdiction and venue will be proper in the Courts situated in the Housing Authority's home state and county or parish.

(d) Benefits. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

(e) Savings Clause. In the event any section or part of this Agreement or any integrated document should be adjudged invalid or unenforceable, such adjudication shall not affect any other section or part of this Agreement or any integrated document, which shall remain in full force and effect as if the section, part or integrated document adjudged invalid or was unenforceable were not originally a part hereof.

(f) Headings. The headings in this Agreement are for convenience only, and shall not restrict or otherwise modify the terms of this Agreement.

(g) Waiver of Breach. No provision of this Agreement may be waived except in writing, signed by the waiving party. Failure to enforce any provision of this Agreement shall not constitute a waiver of such provision. Any waiver shall not operate as, or be construed to be, a waiver of any subsequent breach.

(h) Should any party breach or fail to honor the terms, as so described in this Agreement, the non-breaching party shall be able to collect from the breaching party court costs, attorney's fees and other related costs.

(i) Except as required by laws concerning open records or other such requirements, parties agree that all the terms of this Agreement are confidential and shall not be provided to any third party without the written consent of all parties to this Agreement. This includes any specific landlord and/or tenant information.

(j) All notices, request, demands and other compunctions under this Agreement shall be in writing and shall be deemed to have been fully given on the date of service if personally served or on the third day after mailing, if mailed first class, registered or certified, postage prepaid and addressed to the party's last known address.

(k) Parties agree that the intent of the parties is that an independent contractual relationship shall exist between them. Parties hereto specifically intend that no partnership/joint venture arrangement or relationship be created what so ever by this Agreement. Furthermore, except as provided for in this Agreement, neither Party shall be considered the agent of the other, nor shall either have any right or authority to bind the other to any agreement in any way whatsoever.

(l) This agreement represents the entire agreement between parties. No modification of this agreement is valid unless it is in writing and agreed to by the parties.

(m) Unless otherwise stipulated in writing, payments will be made in the amount as reflected on the invoice. Invoices will reflect the services provided and the cost of the services; invoice(s) for inspections shall reflect the number of inspections performed. An approved and properly executed invoice shall be paid no later than ten (10) days after receipt by Agency. Such payment will constitute compensation for providing services as required under this contract.

(o) The PHA, its Vendors, Affiliates, Contractors and Third Parties will be deemed in compliance with the notification requirements if they maintain their own Security Breach procedures as part of an information security policy for the treatment of Personal Information and otherwise comply with the timing requirements of the Act, (e.g., notice must be given "in the most expedient time possible" but not later than 45 days after confirmation of the breach), and notifying affected residents in accordance with its notification policies in the event of a security breach. The law also contains other safe harbors for certain



financial institutions, trust companies, credit unions, health care providers, health care service plans and health insurers, when they are in compliance with similar data protection and notification obligations established by applicable Federal laws.

(p) Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

(q) During the term of this Agreement and for twelve (12) months thereafter, neither party shall intentionally solicit for employment or as an independent contractor any person employed by the other party or any affiliate of the other party, if such person was involved directly in the performance of this Agreement. This provision shall not prohibit the hiring of any person who responded to general solicitations, including but not limited to, job postings published in newspapers, trade publications or on websites that did not target that person directly.

PRICING SCHEDULE
City of West Allis

Inspection Type/Service	Year 1 Pricing per Inspection/ Service	Year 2 Pricing per Inspection/ Service	Year 3 Pricing per Inspection/ Service	Year 4 Pricing per Inspection/ Service	Year 5 Pricing per Inspection/ Service
Initial HQS Inspection	\$37.10	\$39.33	\$41.69	\$44.19	\$46.84
Initial Re-Inspection	\$27.56	\$29.21	\$30.97	\$32.82	\$34.79
Annual Inspection	\$37.10	\$39.33	\$41.69	\$44.19	\$46.84
Annual Re-Inspection	\$27.56	\$29.21	\$30.97	\$32.82	\$34.79
Rent Reasonableness Survey (All Annuals and Initials)	\$15.00	\$15.90	\$16.85	\$17.87	\$18.94
Special Inspection	\$37.10	\$39.33	\$41.69	\$44.19	\$46.84
Inconclusive (Excluding Not Attempted)	\$20.14	\$21.35	\$22.63	\$23.99	\$25.43
Emergency Inspection	\$42.40	\$44.94	\$47.64	\$50.50	\$53.53
Emergency Re-Inspection	\$27.56	\$29.21	\$30.97	\$32.82	\$34.79
Quality Assurance	\$42.40	\$44.94	\$47.64	\$50.50	\$53.53
Quality Assurance Re- Inspection	\$27.56	\$29.21	\$30.97	\$32.82	\$34.79
Complaint Inspection	\$42.40	\$44.94	\$47.64	\$50.50	\$53.53
Complaint Re-Inspection	\$27.56	\$29.21	\$30.97	\$32.82	\$34.79
Compliance Inspection	\$42.40	\$44.94	\$47.64	\$50.50	\$53.53
Compliance Re-Inspection	\$27.56	\$29.21	\$30.97	\$32.82	\$34.79
Inspection Cancellation by Agency (per cancellation)	\$10.60	\$11.24	\$11.91	\$12.62	\$13.38
Resident/Landlord Cancellation (per cancellation)	\$10.60	\$11.24	\$11.91	\$12.62	\$13.38
NSPIRE Inspection	\$37.10	\$39.33	\$41.69	\$44.19	\$46.84
NSPIRE Re-Inspection	\$27.56	\$29.21	\$30.97	\$32.82	\$34.79
Remote Video Inspection (RVI)	\$50.00	\$53.00	\$56.18	\$59.55	\$63.12
Remote Video Re-Inspection	\$30.00	\$31.80	\$33.71	\$35.73	\$37.87
Remote-GFCI Shipment	\$15.00	\$15.90	\$16.85	\$17.87	\$18.94
Remote-LBP Training	\$15.00	\$15.90	\$16.85	\$17.87	\$18.94

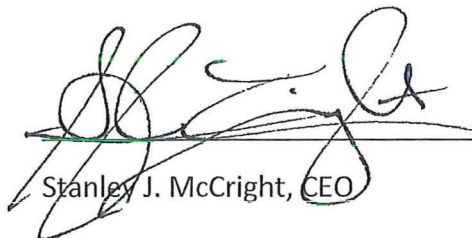
Remote-Landlord Nonresponsive/Withdrawal	\$35.00	\$37.10	\$39.33	\$41.69	\$44.19
Self-Certification	\$15.90	\$16.85	\$17.87	\$18.94	\$20.07
Rent Review	\$31.80	\$33.71	\$35.73	\$37.87	\$40.15
Additional Utility Tables	\$7.95	\$8.43	\$8.93	\$9.47	\$10.04
RR Database	\$530.00	\$561.80	\$595.51	\$631.24	\$669.11
Flat Rent Study	dependent on volume	dependent on volume	dependent on volume	dependent on volume	dependent on volume
*Call Center (per call)	\$1.86	\$1.97	\$2.08	\$2.21	\$2.34
*Inspection Cancellation by Agency (per cancellation)	\$10.60	\$11.24	\$11.91	\$12.62	\$13.38
*Pandemic Self Certification (per self-certification)	\$23.32	\$24.72	\$26.20	\$27.77	\$29.44
Management Consultation Hourly Rate	\$265.00	\$280.90	\$297.75	\$315.62	\$334.56
Specialized Reports Hourly Rate	\$159.00	\$168.54	\$178.65	\$189.37	\$200.73
Data Interpretation Hourly Rate	\$159.00	\$168.54	\$178.65	\$189.37	\$200.73
Agency Staff Training Hourly Rate (first 6 hours at no charge)	\$106.00	\$112.36	\$119.10	\$126.25	\$133.82
SEMAP Data Preparation (Indicators 5, 6)	\$53.00	\$56.18	\$59.55	\$63.12	\$66.91
Landlord/Tenant Training Hourly Rate	\$79.50	\$84.27	\$89.33	\$94.69	\$100.37
Data Bridge Creation (monthly fee)	\$250.00	\$265.00	\$280.90	\$297.75	\$315.62

Inspection fee plus a \$75 trip charge for each day worked.

Any services required outside of the scope of services set forth in the RFP will be billed at an hourly rate of \$159.00.

*These fees occur only during states of emergency.

This pricing schedule is good for 60 days from the date it was emailed.



Stanley J. McCright, CEO

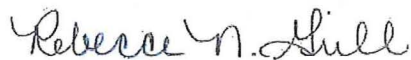
August 21, 2023

Date

Waiver of Contract Bond Requirements

Pursuant to the provisions of Policy 1102, Section 5(d)(ii)(2) the undersigned hereby waive the contract bond requirements set forth in the City's Insurance Requirements for Consultants (Policy 1102 Section 5(d)(i) and Policy 1102a) for purposes of entering into a contract for the following services:

Engaging a qualified vendor to perform Housing Quality Standards inspection services in accordance with the guidelines established by the United States Department of Housing and Urban Development for the Housing Choice Voucher Program.



City Administrator

July 28, 2023
Date _____



City Attorney

8/28/23
Date _____



Department Head

8/25/23
Date _____