

AN ORDINANCE TO AUTHORIZE AND APPROVE THE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WILMINGTON AND NORTHEAST AND BUCKS COMPANY T/A MULLIN AND LONERGAN ASSOCIATES, INC.

#0252

Sponsor:

Council
Member
Cabrerera

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City entered into a one-year professional services agreement with Northeast and Bucks Company t/a Mullin and Lonergan Associates, Inc. (“M&L”) for M&L to assist the City’s Department of Real Estate and Housing with various matters, including, but not limited to, the preparation of the City’s five-year consolidated plan, the City’s annual action plan, and the administration of the City’s CDBG, HOME, ESG, and HOPWA programs for the period from December 1, 2024 through November 30, 2025, with four (4) one-year extension options thereafter (the “Agreement”), a copy of which, in substantial form, is attached as Exhibit A to Ordinance No. 25-070; and

WHEREAS, City Council authorized the City to exercise the extension options in Ordinance No. 25-070; and

WHEREAS, the City and M&L would like to enter into a first amendment to the Agreement to revise the scope of services by adding additional technical assistance regarding the City’s CDBG, HOME, ESG, and HOPWA programs for the second through fifth years of the Agreement, as well as technical assistance for the City’s HOME-ARP program during the second year of the Agreement (the “Amendment”), a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, the estimated price of the Amendment is One Hundred Forty-Five Thousand Dollars (\$145,000.00) in the second year of the Agreement and Seventy Thousand Dollars (\$70,000.00) each in the third, fourth, and fifth years of the Agreement for a total estimated cost of Three Hundred Fifty-Five Thousand Dollars (\$355,000.00); and

WHEREAS, it is the recommendation of the Department of Real Estate and Housing that City Council authorize the City to enter into the Amendment; and

WHEREAS, City Council deems it necessary and appropriate to authorize the City to enter into the Amendment.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The Amendment to the Agreement (being the professional services agreement between the City and M&L), a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”, at an estimated price of One Hundred Forty-Five Thousand Dollars (\$145,000.00) in the second year of the Agreement and Seventy Thousand Dollars (\$70,000.00) each in the third, fourth, and fifth years of the Agreement for a total estimated cost of Three Hundred Fifty-Five Thousand Dollars (\$355,000.00), is hereby approved, and the Mayor, or his designee, is hereby authorized to execute the Amendment, as well as to take all additional undertakings related thereto as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading June 18, 2026
Second Reading June 18, 2026
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved as to form this 17th
day of June, 2026.

Elizabeth D. Power
Senior Assistant City Solicitor

Approved this ____ day of _____, 2026.

Mayor

SYNOPSIS: This Ordinance authorizes the City to execute a first amendment to a professional services agreement (the “Agreement”) with Northeast and Bucks Company t/a Mullin and Lonergan Associates, Inc. (“M&L”) for M&L to provide additional technical assistance regarding the City’s CDBG, HOME, ESG, and HOPWA programs for the second through fifth years of the Agreement, as well as technical assistance for the City’s HOME-ARP program during the second year of the Agreement.

FISCAL IMPACT STATEMENT: The Office of Management and Budget has reviewed this Ordinance, Exhibit A to the Ordinance, and other supporting documents provided by the Law Department and the Department of Real Estate and Housing. This Ordinance authorizes the City to execute a first amendment to the Agreement for additional technical assistance related to the City’s HUD-funded housing and community development programs.

The amendment increases the maximum compensation payable under the Agreement by \$145,000 during the second year of the contract term and by \$70,000 annually during the third, fourth, and fifth years, resulting in an aggregate increase of \$355,000 over the remaining term of the Agreement. All costs of the amended Agreement are to be funded entirely through HUD grant resources and are contingent upon the continued availability of that federal funding. Accordingly, this Ordinance is not anticipated to have a fiscal impact on the City's General Fund.

W0132675

EXHIBIT A

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF WILMINGTON
AND
NORTHEAST AND BUCKS COMPANY T/A
MULLIN AND LONERGAN ASSOCIATES, INC.**

This First Amendment to Professional Services Agreement Between the City of Wilmington and Northeast and Bucks Company t/a Mullin and Lonergan Associates, Inc. (this "Amendment") is entered into this ____ day of _____, 2026 by and between the City of Wilmington, a municipal corporation of the State of Delaware (the "City"), and Northeast and Bucks Company t/a Mullin and Lonergan Associates, Inc. (the "Consultant", and together with the City, the "Parties").

RECITALS:

WHEREAS, the Parties entered into that certain Professional Services Agreement Between the City of Wilmington and Northeast and Bucks Company t/a Mullin and Lonergan Associates, Inc. (the "Agreement") dated on or about February 19, 2025 for the Consultant to assist the City's Department of Real Estate and Housing with various matters, including, but not limited to, the preparation of the City's five-year consolidated plan, the City's annual action plan, and the administration of the City's CDBG, HOME, ESG, and HOPWA programs; and

WHEREAS, the initial term of the Agreement was for the period from December 1, 2024 through November 30, 2025 with four (4) one-year renewal options thereafter, which were approved by Wilmington City Council;

WHEREAS, the City has exercised the first renewal option for the period of December 1, 2025 through November 30, 2026 ("Year Two") and anticipates exercising the subsequent three (3) renewal options for the periods from December 1, 2026 through November 30, 2027 ("Year Three"), December 1, 2027 through November 30, 2028 ("Year Four"), and December 1, 2028 through November 30, 2029 ("Year Five");

WHEREAS, the City has needed more technical assistance from the Consultant during Year Two than was originally contemplated because (i) the U.S. Department of Housing and Urban Development has made extraordinary demands on the City related to timeliness, (ii) amendments to annual action plans were required to spend funds more quickly and to accommodate the City's desire to provide additional funding for programs to address homelessness, and (iii) the City added HOME-ARP technical assistance to the Agreement (collectively, the "Year Two Additional Services");

WHEREAS, the City anticipates that the aforementioned additional technical assistance will be needed in Year Three, Year Four, and Year Five, with the exception of the HOME-ARP technical assistance that is limited to Year Two (collectively, the "Year Three-Five Additional Services"); and

WHEREAS, the Parties would like to amend the Agreement to increase the amount of compensation payable by the City to the Consultant for (i) Year Two by One Hundred Forty-Five Thousand Dollars (\$145,000.00) so that the City is able to compensate the Consultant for the Year Two Additional Services and (ii) Year 3, Year 4, and Year 5 by Seventy Thousand Dollars (\$70,000.00) for each year so that the City is able to compensate the Consultant for the Year Three-Five Additional Services.

NOW, THEREFORE, WITNESSETH the City and the Consultant hereby agree, with the intent to be legally bound, as follows:

1. Recitals. The above recitals are incorporated herein and made a part hereof.

2. Additional Scope of Services. The Consultant shall provide the Year 2 Additional Services to the City in accordance with the Agreement and as directed by the City. If the City exercises the renewal option for Year 3, the Consultant shall provide the Year 3 portion of the Year 3-5 Additional Services to the City in accordance with the Agreement and as directed by the City. If the City exercises the renewal option for Year 4, the Consultant shall provide the Year 4 portion of the Year 3-5 Additional Services to the City in accordance with the Agreement and as directed by the City. If the City exercises the renewal option for Year 5, the Consultant shall provide the Year 5 portion of the Year 3-5 Additional Services to the City in accordance with the Agreement and as directed by the City.

3. Compensation.

a. Year Two. The total amount of compensation payable by the City to the Consultant for the Year Two Additional Services shall not exceed One Hundred Forty-Five Thousand Dollars (\$145,000.00). The total amount of compensation payable by the City to the Consultant for all services rendered by the Consultant pursuant to the Agreement in Year Two shall not exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000.00).

b. Year Three. The total amount of compensation payable by the City to the Consultant for the Year Three portion of the Year Three-Five Additional Services shall not exceed Seventy Thousand Dollars (\$70,000.00). The total amount of compensation payable by the City to the Consultant for all services rendered by the Consultant pursuant to the Agreement in Year Three shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00).

c. Year Four. The total amount of compensation payable by the City to the Consultant for the Year Four portion of the Year Three-Five Additional Services shall not exceed Seventy Thousand Dollars (\$70,000.00). The total amount of compensation payable by the City to the Consultant for all services rendered by the Consultant pursuant to the Agreement in Year Four shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00).

d. Year Five. The total amount of compensation payable by the City to the Consultant for the Year Five portion of the Year Three-Five Additional Services shall not exceed Seventy Thousand Dollars (\$70,000.00). The total amount of compensation payable by the City to the Consultant for all services rendered by the Consultant pursuant to the Agreement in Year Five shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00).

e. Other Terms and Conditions. Except as otherwise expressly modified in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect and shall be applicable to the Year Two Additional Services and the Year Three-Five Additional Services.

[signature page follows]

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Amendment to the Agreement on the date first written above.

CITY OF WILMINGTON

Witness

By: _____
Robert L. Weir
Director of Real Estate and Housing

**NORTHEAST AND BUCKS COMPANY T/A
MULLIN AND LONERGAN ASSOCIATES,
INC.**

Witness

By: _____
William P. Wasielewski
President

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