



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

**Cooperative Agreement Westmorland County,
Commonwealth of Pennsylvania**

For

**Fulton County Department Community
Development**

STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Northeast & Bucks Co.
a Foreign Profit Corporation

has been duly formed under the laws of **Pennsylvania** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Profit Corporation** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Profit Corporation** is hereby granted, on **02/06/2024**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **02/07/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY

Electronically Filed

Secretary of State

Filing Date: 2/6/2024 11:51:19 AM

BUSINESS INFORMATION

CONTROL NUMBER 24026190
BUSINESS NAME Northeast & Bucks Co.
BUSINESS TYPE Foreign Profit Corporation
EFFECTIVE DATE 02/06/2024
HOME JURISDICTION Pennsylvania
NAME IN HOME JURISDICTION Northeast & Bucks Co.
DATE OF FORMATION IN HOME JURISDICTION 03/15/1979
COMMENCEMENT DATE IN GEORGIA 02/06/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 800 Vinial St, Suite B414, Pittsburgh, PA, 15212, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Garrett Tomlinson	3459 Lawrenceville-Suwanee Road, Suite D, Suwanee, GA, 30024, USA	Gwinnett

OFFICER(S)

NAME	TITLE	ADDRESS
Laura Northup	SECRETARY	3254 Katie Way, Mechanicsburg, PA, 17055, USA
Thomas Lonergan	CFO	739 Granville Circle, Jamison, PA, 18929, USA
William Wasielewski	CEO	2625 Syracuse Court, Sewickley, PA, 15143, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE William Wasielewski
AUTHORIZER TITLE Authorized Person

Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T: 717-787-1057
dos.pa.gov/BusinessCharities

Regarding: NORTHEAST & BUCKS CO.
Request Type: Subsistence Certificate **Issuance Date:** November 07, 2023
Request No.: 025043827 **File No.:** 0000686234
Receipt No.: 000758157
Filing Type: Domestic Business Corporation
Filing Subtype: Business
Initial Filing Date: March 15, 1979
Status: Active

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT

NORTHEAST & BUCKS CO.

is currently subsisting on the records of the Department of State as of the issuance date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of my office to be affixed, the day and year above written

A handwritten signature in cursive script, appearing to read "Albert Schmidt".

Albert Schmidt
Secretary of the Commonwealth

Verify this certificate online at www.file.dos.pa.gov

Contract Agreement

This Agreement for technical assistance (TA) services is made and entered into by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “County” and Northeast & Bucks Company DBA, Mullin & Lonergan Associates (M&L), hereinafter referred to as “**M&L**” or “Contractor”, authorized to transact business in the State of Georgia.

Contract Documents

County and Vendor agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Terms and Conditions of Westmorland County, Commonwealth of Pennsylvania
- III. Attachment A, Scope of Work
- IV. Attachment B, Compensation Fee Schedule
- V. Exhibit 1, Certificate of Insurance
- VI. Exhibit 2, Georgia Security and Immigration Contractor Affidavit

This Agreement was approved by the Fulton County Board of Commissioners on December 6, 2023, BOC Item # 23-0857 In the amount of \$81,500.00.

Contract Term

The contract will commence January 1, 2024, through December 31, 2024.

Contract Modification

If during performing the services under this Agreement, the County and Agency agree that due to the nature of the services being provided, it is understood that the County will need flexibility in order to meet the needs of the User Department. Therefore, when it is necessary, the County may make changes to the services as described herein and in the referenced exhibits. Any such changes will be incorporated by written amendments in the form of a Contract Modification. Any modification(s) to this Agreement must be documented in writing in the form of a Purchase Order (“PO”) Modification or an Amendment to this Agreement.

The PO Modification form must be approved and signed by the User Department Head or his/her designee and submitted in AMS to the Department of Purchasing & Contract Compliance. The Department of Purchasing & Contract Compliance will issue a PO Modification documenting the modification to this Agreement to the Agency and the User Department.

The Amendment and/or supplemental agreement shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated herein by reference.

Indemnification

M&L shall, to the fullest extent permit by law, indemnify the County and protect defend, indemnity and hold harmless the County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any firm or subcontractor; or anyone for whose acts any of them may be liable in the performance of the Contract Services;
- b) Violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Contractor in the performance of Contract services; or
- c) Liens, claims or actions made by the Contractor or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor, or its subcontractor(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit actor, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limits of liability insurance requirements specified in this agreement.

Insurance

M&L agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the Westmorland County, Commonwealth of Pennsylvania. M&L agrees to maintain insurance coverage during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

Notices

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By the County to: Director
Department of Community Development
137 Peachtree Street, SW
Atlanta, Georgia 30303
Attn: Stanley Wilson
Email: stanley.wilson@fultoncountyga.gov

With a copy to: Chief Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Attn: Felicia Strong-Whitaker
Email: felicia.strong-whitaker@fultoncountyga.gov

And by the County to: President
Northeast & Bucks Company DBA, Mullin &
Lonergan Associates (M&L)
800 Vinial Street, Suite B414
Pittsburgh, PA 15212
Attn: Bill Wasielewski
Email: billw@mandl.net

Cooperation with other Consultants

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other Consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONSULTANT:

FULTON COUNTY, GEORGIA

**NORTHEAST & BUCKS
COMPANY DBA, MULLIN &
LONERGAN ASSOCIATES
(M&L)**

DocuSigned by:
Robert L. Pitts
14F1B4AA5F6A44A
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:
Bill Wasielewski
3774CE32FE50432...
Bill Wasielewski
President

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

DocuSigned by:
Bill Wasielewski 1
3774CE32FE50432...

Tonya R. Grier
Clerk to the Commission
(Affix County Seal)



Secretary/
Assistant Secretary
(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Denzel Stewart
8B574564AFF0466...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0460...
Stanley Wilson, Director
Department of Community Development

Commission Expires: _____
(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: 23-0857 RM: 12/6/2023
RECESS MEETING	REGULAR MEETING

ATTACHMENT A
SCOPE OF WORK

ATTACHMENT B

Fulton County, GA

Scope of Services and Fees for Providing Technical Assistance related to HUD Community Planning & Development Programs

October, 2023



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Scope of Work

M&L is prepared to provide Fulton County, GA assistance with the preparation of various documents and technical assistance related to the County's HUD CPD programs through 2024. These services would include the development and preparation of the County's FY 2025-2029 Consolidated Plan and Annual Action Plan for 2025, the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2023, and implementation services, on-going HOME ARP technical services, fair housing consulting services and on-going technical assistance related to the administration and implementation of the County's Community Development Block Grant (CDBG), HOME, ESG, HOME ARP NSP Programs.

We will also provide services, as needed, related to the CARES act funds for CDBG and ESG and the funding under American Rescue Plan as provided by HUD for CPD related programs. The following section outlines the specific Scope of Services for each task.

A. Consolidated Plan and Annual Action Plan

M&L will prepare the Consolidated Plan for the five-year period beginning May 1, 2024. The Con Plan will be prepared in a manner that incorporates HUD's current eCon Planning Suite in IDIS or other management tool as required by HUD. In preparing this document, we will be guided by Part 91, Subpart C regulatory requirements; HUD CPD Notice 12-009; the latest version of the *Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER*; our general background and experience in preparing Con Plans using eCon Planning Suite; and the County's planning procedures that have worked well in the past.

The Consolidated Plan and Annual Action Plan will be prepared for Fulton County in accordance with HUD requirements. The following work plan is offered for your review and consideration.

Task 1. Initial Community Outreach Planning

Task 1A. Initial Project Planning with Staff

M&L will schedule a conference call with County staff to:

- Finalize the outreach initiatives and tools to be undertaken for this process
- Discuss the identification of community stakeholders to be invited to participate
- Identify local community organizations and boards and commissions that would permit our team to make a brief presentation at one of their regular meetings.
- Finalize the Project Schedule
- Determine a schedule with staff for bi-weekly conference calls to stay on track in meeting critical deadlines throughout this process



Task 1B. Identification of Stakeholders

M&L will work with County staff to refine a comprehensive list of stakeholders whose input would be sought.

Task 2. Community Outreach Initiatives

Task 2A. Conduct up to Six Stakeholder Meetings

M&L proposes to conduct up to six Stakeholder Meetings to engage local stakeholders. Each workshop will be scheduled for 90 minutes. The workshop format will include a summary of key demographic and housing trends (see Task 3A) followed by a structured opportunity for participants to offer their comments. Stakeholders will be invited to attend any one of the meetings, which will be scheduled on different days and at different times for the convenience of participants.

Task 2B. Conduct Two Public Meetings

M&L will conduct two Public Meetings. Our goal for each meeting is to actively engage participants in a discussion focused on affordable housing and community development needs. For each meeting, we will utilize a PowerPoint presentation to achieve this goal and include the required information found at 24 CFR 91.105(b). The hearings can be recorded and made available for posting on the County's website.

Task 3. Community Outreach Tools

Task 3A. Prepare Preliminary Demographic and Housing Market Profiles

We have found that presenting a brief overview of key demographic and housing trends is an excellent way to engage stakeholders and the public in most settings. Our presentation, titled "Here's What We Know", is the icebreaker for encouraging attendees to fill in the rest and "Tell Us What Else We Need to Know". We encourage them to offer solutions for addressing affordable housing and community development needs.

Task 3B. Design and Implement a Bilingual Web-based Survey

M&L will provide to staff for review a draft bilingual survey instrument appropriate for identifying affordable housing and community development needs. The survey will pose a series of questions, asking respondents to rank a series of housing and community development needs as high, medium or low priority. The survey would be hosted on Survey Monkey and launched before outreach initiatives are underway to maximize marketing efforts. The surveys will be tabulated and analyzed for incorporation into the Consolidated Plan.

For this task, M&L can provide a Spanish translation. Translation into any other languages would need to be provided by the County, including the cost.

Task 4. Implementation and Documentation of the Community Outreach Process

Throughout the process, M&L will document the initiatives and results to incorporate into the Consolidated Plan.



Task 5. Needs Assessment

The Con Plan will describe the estimated housing needs and needs for supportive services projected for the next five years. Housing data will reflect consultations conducted with housing provider agencies, nonprofit organizations and social service agencies (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and homeless persons) that provide assisted housing, health services and social services.

Categories of Persons Affected

- The need for assistance for extremely low income, very low income, low income and moderate-income families, for renters and owners, elderly persons, large families and persons with disabilities. The description of housing needs will also include a discussion of the degree of cost burden and severe cost burden, overcrowding (especially for large families), and substandard housing conditions being experienced by extremely low income, very low income, low income and moderate-income renters and owners compared to the County as a whole.
- To the extent that any racial or ethnic group is identified to have a disproportionately greater need in comparison to the needs of that category of household as a whole, an assessment of that specific housing need will be included.

Public Housing Residents

- The needs of current PHA public housing and Housing Choice Voucher households, as well as families on the waiting lists for units and vouchers.

Homeless Needs

- The nature and extent of homelessness using HMIS and the most recent Point-in-Time count from the local Continuum of Care. The Con Plan will include an estimate of the special needs of various categories of families and individuals who are chronically homeless or are threatened with homelessness (such as persons with mental illness or with substance abuse problems) and a description of the nature and extent of homelessness by racial and ethnic group, to the extent that information is available.

Non-Homeless Special Needs

- The level of housing need for persons who are not homeless but require supportive housing, including the elderly, frail elderly, persons with disabilities, persons with substance addiction, persons with HIV/AIDS and their families, public housing residents, and other categories that may be appropriate.

Non-Housing Community Development Needs

- A concise summary of the County's priority non-housing community development needs, including public facilities, public improvements, public services and other eligible uses of CDBG funding.



Task 6. Market Analysis

General Characteristics

- The significant characteristics of the local housing market, including such aspects as the supply, demand, condition and cost of housing, including lead-based paint hazards, including identification of any areas of concentration of minority persons and LMI residents in the County.

Lead-Based Paint Hazards

- Estimate the number of housing units that may potentially contain lead-based paint hazards and are occupied by LMI families with children based on data obtained from the State Department of Public Health.

Public Housing

- Description of the number of PHA units, the physical condition of these units, the restoration and revitalization needs, and strategies for improving the living environment of low and very low-income families residing in them.

Assisted Housing

- Description of the number and targeting (by income and type of family) of units currently assisted by public funds and an assessment of whether any such units are expected to be lost from the local inventory, including expiring Section 8 contracts.

Homeless Facilities

- Brief inventory of facilities and services that meet the emergency shelter, transitional housing, permanent supportive housing and permanent housing needs of homeless persons made available from the Continuum of Care.

Special Need Facilities and Services

- Description of the housing stock available to persons with disabilities and other LMI persons with special needs, including persons with HIV/AIDS and their families. We will describe the facilities and services that assist persons who are not homeless but who require supportive housing and supportive programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

Barriers to Affordable Housing

- Explanation of whether the cost of housing or the incentives to develop, maintain, or improve affordable housing in the County are affected by local public policies, to be obtained from the AI.

Non-Housing Community Development Needs

- A concise summary of the priority non-housing community development needs that are eligible for assistance. Local plans will be reviewed for relevant information.



Task 7. Strategic Plan

M&L will prepare the Strategic Plan in accordance with 24 CFR Part 91.215. Where appropriate, relevant information from other local plans will be incorporated and referenced.

General Characteristics

Based on input received through outreach efforts and the data analysis, M&L will define priority needs. For each of the priority needs identified, the CP will include:

- The reasons for the choice of priority needs, describing the choice in terms of housing need (income, tenure, housing problems) and identifying obstacles for addressing the underserved needs
- The specific objectives with each objective identifying the key goals in quantitative terms along with numeric and other measurable indicators of progress and a target date for completion, and
- A description of the resource allocation geographically and among different activities.

Resources

- Description of the full range of federal and other resources that are available to assist the County in meeting its housing and community development needs.
 - Federal Resources – expected federal resources to be available to address the needs identified within the Con Plan.
 - Other Resources – resources from private and non-federal public sources that are reasonably expected to be available to address the needs. The Con Plan will include an explanation of how federal resources will leverage additional resources, including a description of how matching requirements of HUD programs will be satisfied.

Institutional Structure

- Description of the strategy to overcome the gaps in the institutional structure for carrying out its strategy for addressing its priority needs. Information collected through stakeholder outreach will be used to develop this section.

Goals

- Summaries of the objectives the County intends to initiate and/or complete during the five-year period. For each objective, the Con Plan will identify proposed accomplishments and quantitative outcomes, as provided in the IDIS Goal Outcome Indicators (GOI).

Barriers to Affordable Housing

- Description of the strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing based on the AI.

Homelessness Strategy



The Plan will include a description of the strategy for identifying resources to be used for the following based on stakeholder outreach and other organizational and community plans:

- Helping low-income families avoid homelessness
- Reaching out to homeless persons and assessing their individual needs
- Addressing the emergency shelter and transitional housing needs of homeless persons, and
- Helping homeless persons make the transition to permanent housing and independent living

Lead-Based Paint Hazards

- Actions proposed or being taken to evaluate and reduce lead-based paint hazards, and a description of how lead-based paint hazard reduction will be integrated into housing policies and programs.

Anti-Poverty Strategy

- Description of the County's goals, programs and policies for reducing the number of poverty level households and how the goals, programs and policies for producing and preserving affordable housing will be coordinated with other programs and services for which the County is responsible and the extent to which they will reduce or assist in reducing the number of households with incomes below the poverty line. How these initiatives will be coordinated with other programs will be concisely summarized.

Monitoring

- Description of the standards and procedures which the County uses to monitor activities to be carried out in furtherance of the Con Plan. The current Monitoring Plan will be reviewed with staff and serves as the basis for this section.

Certifications

- Current certifications required by HUD.

Task 8. Complete Consolidated Plan Document

M&L will provide a complete draft of the Con Plan to staff. This version will include the Executive Summary (ES) and Process (PR) sections.

Task 9. Complete FY 2025 Annual Action Plan Document

M&L will prepare the County's FY 2025 Annual Action Plan for its CDBG and HOME programs. The Annual Action Plan will list the specific actions, activities, and programs the County will undertake during Program Year 2025 to address the priority needs. The County's Annual Action Plan will be prepared by M&L in the HUD required eCon Planning suite for IDIS, in accordance will all required HUD elements and specifically include the following items:

- Inclusion of all Financial Resources
- Annual Objectives
- Description of Activities including:



- Development of performance measures and outcomes
- Annual Affordable Housing Goals
- Public Housing
- Homeless and Special Needs
- Barriers to Affordable Housing
- Program Specific Requirements
- Maps
- Tables

A more detailed Scope of Services follows:

1. Standard Form 424
2. A description of the activities the County will undertake during the coming year to address the priority needs and local objectives identified. These activities will be determined through consultation with County officials. This description will identify the local objectives that will be addressed by the activities that are expected to be undertaken using formula grant funds, other HUD assistance, non-HUD sources of funds, and program income which the County expects to receive during the program year. This information will be presented in the table prescribed by HUD.
3. Activities the County will undertake during the next year to address emergency shelter and transitional housing needs of homeless individuals and families, to prevent low income individuals and families with children from becoming homeless, and to help homeless persons make the transition to permanent housing and independent living; the nature and extent of anti-homelessness activities to be undertaken in the County will be determined through consultation with County officials, and will be based on the extent of need and the availability of resources.
4. Actions the County plans to take during the next year to foster and maintain affordable housing, fair housing, public housing improvements and resident initiatives; remove barriers to affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of households with incomes below the poverty line, develop institutional structure, address obstacles to meeting underserved needs, and enhance coordination between public and private housing and social service agencies. This action plan will be drawn from the conclusions and recommendations reached in the County's most recent Analysis of Impediments to Fair Housing.
5. The Action Plan will include the following elements:
 - AP-15 Expected Resources
 - AP-20 Annual Goals and Objectives
 - AP-35 Projects
 - AP-50 Geographic Distribution
 - AP-55 Affordable Housing



AP-60	Public Housing
AP-65	Homeless and Other Special Needs Activities
AP-75	Barriers to Affordable Housing
AP-85	Other Actions
AP-90	Program Specific Requirements

6. Certifications - The Consolidated Plan will contain the certifications required by HUD.
7. Monitoring - The Consolidated Plan will describe the standards and procedures which the County will use to monitor activities to be carried out in furtherance of the Consolidated Plan. The County may continue to make use of subrecipient organizations to carry out certain portions or all of the community's CDBG Program. Mullin & Lonergan will recommend applicable subrecipient monitoring techniques and standards. These standards and procedures will ensure long-term compliance with requirements of the programs involved.

Task 10. Public Comment Period & Public Hearing

Once the revised planning documents are provided to the County for the public comment period, M&L will initiate the IDIS entry process. Following the comment period, we will collaborate with staff to address comments received and incorporate them into the final documents as required.

Task 11. Submission to HUD & Deliverables

Electronic submission of the Consolidated Plan and Annual Action Plan to HUD will occur on or before November 15, 2024, unless otherwise directed by HUD. Final deliverables to the County will include all electronic files and a copy of the final version submitted to HUD.

Task 12. Technical Support during HUD's Review

M&L will remain available to the County throughout the 45-day HUD review period for the Con Plan and Annual Action Plan. We will assist in responding to any HUD questions that may arise.

Assistance Required from Staff

During the preparation of the Consolidated Planning documents, M&L will require assistance from County staff for the following tasks:

- Identifying and inviting community stakeholders to workshops (*M&L will provide the language for the email invite*)
- Publishing of all public notices as required (*M&L can provide draft notices*)
- Posting and distributing notices and other alerts to encourage community participation (*M&L will provide flyers, email communications, FAQ Sheets, etc.*)
- Providing for any language translation (other than Spanish) and all language interpretation needed at stakeholder workshops or public meetings (*M&L can*



provide English and Spanish versions of meeting agendas, handouts, FAQs, and the online survey)

- Providing copies of/links to relevant documents and other reference materials needed (*M&L will provide a list of documents needed*)
- Submitting IDIS Access Form to HUD on behalf of M&L (*M&L will provide the form and forward to staff for completion and submission to HUD*)
- Timely review and comment on all draft documents provided by M&L
- Placing the final Con Plan and Annual Plan documents on County Commission agenda for consideration and action

B. Consolidated Annual Performance Evaluation Report (CAPER) for FY 2023

M&L will prepare the County's CAPER for the Program Year 2023, complying with the HUD format, and will report through narratives, tables and maps:


- Tables
- Activity accomplishments
- People served
- Assessment of 5 year goals and objectives
- Affirmatively furthering Fair Housing
- Leveraging resources
- Citizen comments
- Financial Reports
- ESG Program CAPER
- All other components required by HUD

The CAPER will include the elements below and be prepared using the IDIS template as required by HUD and include the following elements.

1. Prepare a summary assessment of how activities undertaken during the previous year address the objectives identified in the County's Consolidated Plan.
2. Identify actions taken during the previous year to affirmatively further fair housing.
3. Prepare a summary evaluation of progress made in meeting specific objectives to provide affordable housing, including the number of low and moderate income renter and owner households that were assisted during the previous year and the number of households assisted with housing that meets the Section 215 definition of affordable housing. This evaluation will include a comparison of actual accomplishments versus proposed goals, efforts to address "worst case needs", and the needs of persons with disabilities.



4. Prepare a summary of actions taken during the previous year to implement a Continuum of Care strategy for the homeless, near homeless, and the special needs of persons who are homeless but require supportive housing.
5. Identify and prepare a summary evaluation of actions taken during the previous year that address obstacles to meeting underserved needs, foster and maintain affordable housing, eliminate barriers to affordable housing, overcome gaps in institutional structures and enhance coordination, improve public housing and resident initiatives, evaluate and reduce lead-based paint hazards, ensure compliance with program and comprehensive planning requirements, and reduce the number of persons living below the poverty level.
6. Describe progress made during the previous year toward leveraging public and private funds that address the needs identified in the action plan, including how many matching requirements were satisfied.
7. Prepare a summary of citizen comments received during the previous year concerning the CDBG/HOME/ESG programs.
8. Prepare an evaluation of how well the County's CDBG/HOME/ESG activities undertaken in the previous year addressed the priority needs and objectives in the Five Year Consolidated Plan and the Annual Action Plan. Identify adjustments and improvements that need to be made to the County's strategies in order to better meet the CDBG, HOME and ESG Program goals of providing decent housing, a suitable living environment, and expanding economic opportunities for low and moderate income persons.
9. Prepare an assessment of the relationship of the use of CDBG and HOME funds to the priorities, needs, goals, and specific objectives identified in the Five Year Consolidated Plan, including an analysis of the extent to which CDBG and HOME funds were distributed among different categories of housing needs.
10. Describe the nature of and reasons for any changes in CDBG program objectives and indications as to how the County will change its program based on program history.
11. Prepare an analysis that shows that, in the previous year, the County pursued all resources that it said it would pursue, provided certifications for consistency as pledged, and did not hinder implementation of the Five Year Consolidated Plan.
12. If applicable, prepare an explanation for why the County did not use CDBG funds exclusively for the three national objectives, or did not comply with the overall benefit certification.
13. If any activities undertaken during the previous year involved acquisition, rehabilitation, or demolition of occupied real property, prepare a narrative that describes the steps taken to minimize displacement, the steps taken to identify displacement that is subject to the provisions of the Uniform Relocation Act or Section 104 (d) of the 1974 Community Development Act and how such provisions



were implemented, and the steps taken to ensure the timely issuance of information notices to displaced parties.

The CAPER for each year will also include the following:

CR-05	Goals and Outcomes
CR-10	Racial and Ethnic Composition of Families Assisted
CR-15	Resources and Investments
CR-20	Affordable Housing
CR-25	Homeless and Other Special Needs
CR-30	Public Housing
CR-35	Other Actions
CR-40	Monitoring
CR-45	CDBG and HOME

Additionally, all HOME and ESG required reports will be included in the eCon Planning Suite for IDIS as necessary.

C. Technical Advisement Services

M&L will also provide as needed additional professional consulting and advisory services to the County, including technical support for the community development concerns with respect to the County's federal programs during the contract period. Federal programs include but are not limited to the Community Development Block Grant Program (CDBG), the HOME Investment Partnerships Program (HOME), HOME ARP, the Emergency Solutions Grant Program (ESG) and, the Neighborhood Stabilization Program (NSP).

M&L will provide the county with technical advice and assistance in developing policy planning and management capacity and to carry out management coordination and monitoring of activities necessary for effective planning and implementation of the Community Development Block Grant Program, the HOME Program and the ESG program.

M&L agrees to render technical advice and assistance through email, telephone communication, video conference calls and written responses to the County and provide assistance relative to matters the following:

- Assist the County in clarifying questions on eligible activities through research of HUD policy memos, preparation of written requests for HUD determination, and other assistance.



- Assist the County with performing annual desktop HOME monitoring of various HOME assisted projects currently in the HOME period of affordability. This will be completed per HUD requirements and the County's HOME Monitoring Plan.
- Provide guidance and direction to the County on compliance with any new HUD regulations and memos periodically issued during the program year.
- Requirements of the various laws, regulations, circulars, handbooks, etc., pertaining to nondiscrimination, relocation and acquisition, and labor standards.
- Requirements for Equal Opportunity Documentation
- Assistance with fair housing compliance to affirmatively further fair housing
- Assist the County in preparing Substantial amendments
- Assist the County in developing economic development activities to be funded with Block Grant funds and in preparing Section 108 loan applications.
- Assist the County with IDIS activity set up and completion and other aspects of IDIS as necessary.
- Other similar requests by the County for advice under these federal programs.

COMPENSATION-FEE SCHEDULE



Fee Schedule

M&L is suggesting a combination lump sum and hourly rate fee schedule that includes the following item:

Total Fixed Fee Cost Proposal

Deliverable	Cost/Fee type
Preparation of Consolidated Annual Performance and Evaluation Report (FY2023 CAPER)	Not to exceed lump sum fee of: \$8,500
Preparation of the HUD Five Year Consolidated Plan for FY 2025-2029 and Annual Action Plan for FY 2025	Not to exceed lump sum fee of: \$38,000
Hourly Rate Technical Assistance (includes items such as NSP services, HOME ARP, HOME Program Desktop Project Monitoring, fair housing consulting services, and implementation consulting services and related technical assistance for CDBG/HOME/ESG programs)	Not to exceed amount of: \$35,000

M&L will bill the County each month for actual work completed by each staff person for hourly rate technical assistance. For lump sum jobs, M&L will bill monthly based on actual percentage completed for the project.

Technical services would be billed hourly based on our current schedule shown below and be billed portal to portal. Hourly rate fees are inclusive of all costs including travel.

M&L Hourly Rate Schedule for 2023-24

Person	Cost per Hour
President	\$290
Principal	\$275
Director of Community Development	\$225
Senior Project Manager	\$195
Support / Technical Staff	\$175
Administrative Support	\$65

EXHIBIT 1
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Goosehead Insurance Agency LLC 1500 Solana Blvd, Bldg 4, Ste 4500 Westlake, TX 76262	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>CONTACT NAME:</td><td colspan="3">Goosehead Insurance</td></tr> <tr><td>PHONE (A/C, No, Ext):</td><td>800-474-1377</td><td>FAX (A/C, No):</td><td>866-877-6250</td></tr> <tr><td>E-MAIL ADDRESS:</td><td colspan="3">Certificate@Goosehead.com</td></tr> <tr><td colspan="4" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td></tr> <tr><td>INSURER A :</td><td>Ohio Security Insurance Company</td><td colspan="2">NAIC # 24082</td></tr> <tr><td>INSURER B :</td><td>The Ohio Casualty Insurance Company</td><td colspan="2">24074</td></tr> <tr><td>INSURER C :</td><td colspan="3"> </td></tr> <tr><td>INSURER D :</td><td colspan="3"> </td></tr> <tr><td>INSURER E :</td><td colspan="3"> </td></tr> <tr><td>INSURER F :</td><td colspan="3"> </td></tr> </table>	CONTACT NAME:	Goosehead Insurance			PHONE (A/C, No, Ext):	800-474-1377	FAX (A/C, No):	866-877-6250	E-MAIL ADDRESS:	Certificate@Goosehead.com			INSURER(S) AFFORDING COVERAGE				INSURER A :	Ohio Security Insurance Company	NAIC # 24082		INSURER B :	The Ohio Casualty Insurance Company	24074		INSURER C :				INSURER D :				INSURER E :				INSURER F :			
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INSURER E :																																									
INSURER F :																																									
INSURED Northeast & Bucks, Inc dba M&L Associates 2 Kacey Ct, Ste 201 Mechanicsburg, PA 17055																																									

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	BKS63800626	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAS63800626	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	USO63800626	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			XWS63800626	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fulton County - Dept. of Community Development are afforded additional insured status on a primary and non-contributory basis and granted a waiver of subrogation where required by written contract. 30 day notice of cancellation applies.

CERTIFICATE HOLDER Fulton County - Dept. of Community Development 141 Pryor St. SW Atlanta GA 30303	CANCELLATION <p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> AUTHORIZED REPRESENTATIVE <div style="text-align: center;"><i>Michael Paulsen</i></div>
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EXHIBIT 2

**GEORGIA SECURITY AND IMMIGRATION
CONTRACTOR AFFIDAVIT**

STATE OF GEORGIA

COUNTY OF FULTON

GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Northeast and Bucks Co. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

484608

EEV/Basic Pilot Program* User Identification Number

DocuSigned by:

Bill Wasielewski

BY: Authorized Officer of Agent
(Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

bill wasielewski

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 14 day of March, 2024.

DocuSigned by:

Notary Public: *Julia Frankenberg*

21743B251757470...

County: Allegheny

Commission Expires: 10/27/2025

DocuSigned by:



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



Fulton County

Legislation Details

File #: 23-0857 **Version:** 1 **Name:**
Type: Consent - Health and Human Services **Status:** Agenda Ready
File created: 10/10/2023 **In control:** Board of Commissioners
On agenda: 12/6/2023 **Final action:**
Title: Request approval to utilize Cooperative Purchasing - Department of Community Development, Westmoreland County, Commonwealth of Pennsylvania, in the amount of \$81,500.00 with Northeast & Bucks Company DBA, Mullin & Lonergan Associates (M&L) (Pittsburgh, PA) to provide technical assistance (TA) and aid in the preparation of various reports and documents related to the administration and implementation of HOME ARP, the Community Development Block Grant (CDBG), HOME, ESG, and NSP Programs. Effective upon BOC approval for the term, January 1, 2024 - December 31, 2024. The approval of this agenda item will also Authorize the Chairman to disburse funds and execute and administer contracts including extensions, and related documents consistent with the federal program regulations and this Board action. This item is 100% grant funded. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

Sponsors:

Indexes:

Code sections:

Attachments: 1. Exhibit 1: M&L Scope of Work, 2. Exhibit 2: Contractor Performance Report, 3. Exhibit 3: Westmoreland County agreement

Date	Ver.	Action By	Action	Result
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