

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
WESTMORELAND COUNTY
AND
MULLIN & LONERGAN ASSOCIATES

THIS AGREEMENT, entered into as of this 16th day of December, 2021, by and between WESTMORELAND COUNTY, Commonwealth of Pennsylvania, hereinafter referred to as the "County," and MULLIN & LONERGAN ASSOCIATES, hereinafter referred to as the "Consultant."

WITNESSETH THAT:

WHEREAS, the County is a grantee and recipient of funds under the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, the HOME ARP Program and the Emergency Solutions Grant (ESG) Program; and

WHEREAS, the County desires to utilize a part of these funds for professional advice and assistance in carrying out CDBG, HOME, HOME-ARP, and Emergency Solutions Grant Programs; and

WHEREAS, the best interest of the County will be served by retaining the Consultant on a multi-year basis subject to the availability and appropriations of funds; and

WHEREAS, HUD permits the County to use entitlement funds for planning and executing community development activities; and

WHEREAS, the County conducted a formal procurement process by issuing a Request for Proposals (21-46) and selected Mullin & Lonergan Associates as its consultant for the period 2022, 2023, and 2024; and

WHEREAS, the County desires to engage the Consultant to render certain technical advice and assistance in connection with such undertakings of the County.

NOW, THEREFORE, the parties to the Agreement do mutually agree as follows:

I. SCOPE OF SERVICES

The Consultant agrees to provide those services as described in the attached Exhibit A, which is part of this Agreement.

II. DATA TO BE PROVIDED

The Consultant will furnish the County with documents prepared on behalf of the County in hard copy format and/or disk format at the request of the County.

III. DATA TO BE FURNISHED

The County will furnish or make available to the Consultant HUD correspondence, local community development related correspondence, performance information, etc., and other information and data as required.

IV. TIME OF PERFORMANCE

All services to be provided by the Consultant shall commence on January 1, 2022 and will be completed by December 31, 2024.

V. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that in no event will the total annual compensation and reimbursement to be paid hereunder for services rendered in conjunction with the Scope of Services exceed the maximum sum of \$134,000 in 2022; \$84,000 in 2023; and \$119,000 in 2024.

The Consultant shall be entitled to payments as follows:

A. For preparation of the Annual Action Plan in FY 2022, 2023 and FY 2024 (Section A of the Scope of Services in Exhibit A), the Consultant shall be entitled to payment of \$21,000 each year. Upon submission of a certification of the percentage of work completed, the Consultant shall be entitled to a monthly progress payment.

B. For preparation of the Assessment of Fair Housing (AFH)/Analysis of Impediments to Fair Housing (AI), as required by HUD, (Section B of Scope of Services in Exhibit A and Exhibit B) the Consultant shall be entitled to payment of \$35,000. This work will be completed in FY 2024. Upon submission of a certification of the percentage of work completed, the Consultant shall be entitled to a monthly progress payment

C. For preparation of the Consolidated Environmental Review Record (Section C of the Scope of Services in Exhibit A), for all CDBG, HOME and ESG activities into a single environmental review document, the Consultant shall be entitled to an annual payment of \$9,000 upon submission of the completed Environmental Review Record to the County.

D. For preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), (Section D of the Scope of Services in Exhibit A), the Consultant shall be entitled to an annual payment of \$9,000 upon submission of the completed CAPER to the County.

E. For CDBG/HOME/ESG Technical Services (Section E of the Scope of Services in Exhibit A), the Consultant shall bill an hourly rate fee, by employee, each month for actual hours worked and a description of the work performed. All expenses will be reimbursed including mileage. Mileage rates will be reimbursed at the current federal rate and be billed portal to portal. The budget for this work will be \$45,000 annually.

F. For preparation of the HOME ARP Qualified Allocation Plan (Section F of Scope of Services in Exhibit A and Exhibit C) the Consultant shall be entitled to payment of \$50,000. This work will be completed in FY 2022. Upon submission of a certification of the percentage of work completed, the Consultant shall be entitled to a monthly progress payment.

A summary of the compensation provisions of the Agreement is presented on the attached chart.

VI. OTHER TERMS AND CONDITIONS

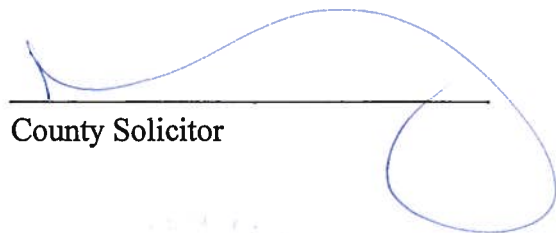
This Agreement is subject to the General Terms and Conditions a copy of which is attached hereto as Exhibit D and the HUD requirements of 2 CFR Part 200. In addition, the County, as required by HUD, allows the Consultant to represent the County's interests to HUD as requested.

IN WITNESS WHEREOF, the County and the Consultant have executed this Agreement as of the date first above written.

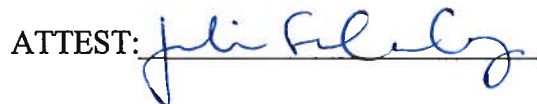
ATTEST:



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

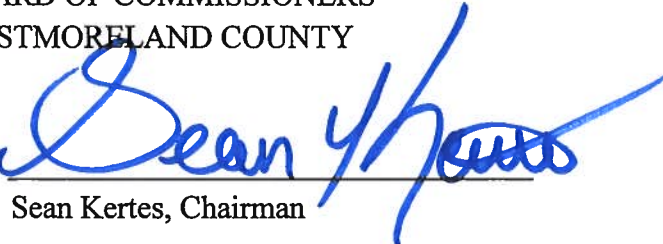

County Solicitor

ATTEST:




BOARD OF COMMISSIONERS
WESTMORELAND COUNTY

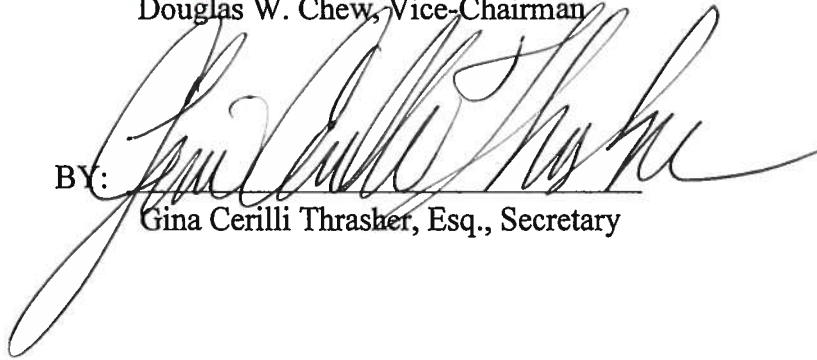
BY:


Sean Kertes, Chairman

BY:


 2/3/2022
Douglas W. Chew, Vice-Chairman

BY:


Gina Cerilli Thrasher, Esq., Secretary

MULLIN & LONERGAN ASSOCIATES

BY:


William P. Waszylewski, Secretary

**WESTMORELAND COUNTY CONTRACT AMOUNTS
F.Y. 2022 THROUGH F.Y. 2024**

TASK	2022	2023	2024
Assessment of Fair Housing (AFH)/Analysis of Impediments to Fair Housing	-0-	-0-	\$35,000
Annual Action Plan	\$21,000	\$21,000	\$21,000
Preparation of HOME ARP Qualified Allocation Plan	\$50,000	\$-0-	\$0-
Environmental Review Record	\$9,000	\$9,000	\$9,000
Consolidated Annual Performance and Evaluation Review (CAPER)	\$9,000	\$9,000	\$9,000
Technical Assistance not to exceed, hourly rate fee to be billed monthly based on total hours worked	\$45,000	\$45,000	\$45,000
TOTAL NOT TO EXCEED AMOUNT	\$134,000	\$84,000	\$119,000

Hourly rates

Principal -	\$210.00
Senior Project Manager -	\$175.00
Support/Technical Staff -	\$150.00
Administrative Support -	\$55.00

These hourly rates will be in effect for each year of the three year period of the Agreement. M&L will charge portal to portal for mileage based upon government standard mileage rate per mile and actual cost for tolls, air fare, lodging, and other travel / subsistence expenses. Hourly rates charged include travel time, portal to portal.

EXHIBIT A
SCOPE OF SERVICES

A. Annual Action Plan

The County of Westmoreland will present to HUD an Annual Plan that demonstrates the relationship of activities to the Goal and Strategies outlined in the Five Year Plan. The Westmoreland County Annual Action Plan will include the following items as required by HUD:

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 of Westmoreland 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 Analysis of Impediments to Fair Housing.

Certifications

The Consolidated Plan will contain the certifications required by HUD.

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.

NOTE: The Annual Action Plan will be completed using the CPMP tool/eCon Planning Tool for IDIS, as required by HUD.

B. Assessment of Fair Housing (AFH)/Analysis of Impediments to Fair Housing (AI)

The scope of services for the AFH/AI is attached to this Agreement as Exhibit B. The work will be completed in 2024. The scope of services may be revised prior to work beginning should HUD issue any guidance or additional regulations between now and 2024.

C. Environmental Review Record

The Consultant shall prepare the necessary Environmental Review Record for the County to obtain HUD's release of CDBG, HOME and ESG funds for any new activities. This contract does not include the preparation of an Environmental Impact Statement.

This Environmental Review Record shall include:

- 1) Program Statement for Review of Project(s) during Grant Program Year.
 - a) Describe the purpose and scope of the current year's Project(s).
 - b) The scope of each activity will be described and measured. In addition, each activity will be measured in terms of the collective impact on the County's overall program.
- 2) Update Description of the Existing Environment
 - a) Update environmental conditions as they existed before project implementation. This will involve updating or amplifying the base for prior years, as necessary.
 - b) Site inspection and photographic records, to the extent necessary, will be made of the Project Area(s).

- c) Basic data to be utilized will include:
 - 1) Maps
 - 2) Population Data
 - 3) Land Use
 - 4) Physical Data
 - 5) Environmental Data
- 3) Identification of Environmental Impact by Project(s)

Each Project in the CP Application will be examined as to its potential impact on the various factors that make up the environment.
- 4) Historic Preservation Act
 - a) The Project Area(s) will be reviewed for potential inclusion under the National Historic Preservation Act of 1966. This service will be performed in accordance with the procedures for Protection of Historic and Cultural Properties (36 CFR Part 800) as required by HUD.
 - b) If the CP activities are found to relate to any property which is on the National Historic Register, the Consultant will provide an opportunity to the Advisory Council on Historic Preservation for review.
 - c) If requested by the State Historic Preservation Officer, photographic documentation of buildings proposed for rehabilitation or clearance will be provided.
- 5) Performance of Environmental Assessment for the Project(s)
 - a) The environment as it exists prior to the Project(s) will be the base for assessing impacts.
 - b) State criteria for deciding on extent of environmental effects.
 - c) Describe relationship to surroundings of other projects for cumulative effects.
 - d) Describe possible modifications and alternatives to the Project(s) as available.
 - e) Perform technical analysis to assess the impact on the environment considering all factors.

- f) Perform project liaison with project personnel, the County, and required agencies.
 - g) Prepare the technical statement for the report, including any special conditions that should be implemented with the Project(s).
 - h) Present the assessment in the format recommended by HUD.
- 6) Determination of Clearance for the Project(s)
 - a) Based on the environmental assessment of the Project(s) determine whether:
 - 1) The environmental impact is not significant;
 - 2) An environmental impact statement is required;
 - 3) For environmental reasons, the Project(s) should be modified or not implemented.
 - b) Prepare a "Notice of Finding of No Significant Impact" for inclusion in the Environmental Review Record when an Environmental Impact Statement is not required. The notice of finding shall be accompanied by written reasons supporting the decision. Prepare the public notice on HUD Format VI for publication by the County.
- 7) Preparation of Environmental Review Record for Project(s)
 - a) The Consultant will document the basic data and findings determined during the environmental technical assessment period. This material will be assembled in the Environmental Review Record, which is the substantiating evidence for public examination and certification by the County's Certifying Office to HUD.
 - b) The Consultant will indicate the conclusions reached in the assessment.
 - c) The Consultant will furnish five copies of the Environmental Review Record and advise the County of other supporting documentation that must be retained in the local files.
- 8) Certification of Environmental Finding for the Project(s)
 - a) The Consultant may meet with the County's Certifying Officer to review the Environmental Review Record prior to the Certifying Officer executing the Environmental Certification. The County's Certifying Officer will certify that he has reviewed the Environmental Assessment and determined in his best judgment the proper clearance finding on the Project(s) for the current CP Year to be submitted by the County for release of federal funds.

- b) The Consultant will prepare required documentation to publish the Notice of Finding and Notice of Funding Request as appropriate. These will be published at least 15 days or 7 days (whichever is applicable at the time) before the County requests a release of funds from HUD. The Consultant will assist in completion of the Funding Request and Certification.

D. Preparation of the Comprehensive Annual Performance and Evaluation Report (CAPER)

The Consultant shall prepare the CAPER based on input from the staff of the County. The Performance Report shall include information on each activity included in the cumulative CDBG/HOME/ESG Programs from the inception of the activity until it has been reported as completed.

The Consultant shall advise and assist the County in the preparation of the Performance Report, in a format prescribed by HUD, which includes the following:

- 1) Preparation of Financial Summary (HUD Form 4949.3)
- 2) Calculate limitation on planning and administrative costs
- 3) Preparation of narratives on program income and loans receivable
- 4) Reconciliation of line of credit and cash balances
- 5) Narrative assessment of progress in meeting 3 to 5 year goals
- 6) Assessment of past and anticipated future linkages between activities and 3 to 5 year goals
- 7) Assessment of efforts to affirmatively further fair housing
- 8) Assessment of efforts to expand the supply of affordable housing
- 9) Preparation of continuum of care assessment
- 10) Preparation of homelessness and transitional housing assessment
- 11) Preparation of leveraging assessment
- 12) Preparation of summary of activities carried out with CDBG, HOME and ESG funds.
- 13) Preparation of HUD Form 40107 for the County's HOME Program
- 14) Preparation of HOME match narrative
- 15) Preparation of ESG narrative statements

E. CDBG/HOME/ESG and Planning/Implementation Technical Administrative Services

The Consultant agrees to 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 CDBG Program, the HOME Program, the ESG Program, and other planning/project implementation services in accordance with relevant regulations.

The Consultant agrees to render technical advice and assistance through personal visits, telephone communication and written responses to the County and provide as directed by the County on an hourly rate basis for matters listed below:

1. Community Development and Planning Technical Services
 - a) Assist the County in preparing amendments to its current Five Year Consolidated Plan or Annual Plans to HUD. When preparing this document, we would use the HUD CPMP and/or the eCon Planning tool for IDIS.
 - b) Assist the County in preparing amendments to any active Annual Action Plan.
 - c) Assist the County staff in preparing the Environmental Review Record and supporting documentation (not included in annual ERR document), including analysis of baseline conditions, noise assessments, Memorandums of Agreement, HABS reports, and other historic preservation compliance measures for annual community development activities. This includes all amendments to the CDBG/HOME/ESG programs.
 - d) Prepare notices for publication which inform the public of the County's Community Development Program and invite public comment and participation in accordance with statutory and regulatory requirements.
 - e) Attend public hearings, Board of County Commissioners meetings and/or staff meetings to present or discuss the CDBG program.
 - f) Assist the county in designing and implementing economic development leveraging programs with CDBG funds.

- g) Provide Community Development Planning Assistance, if requested, to the county or its subrecipients. Such services may include:
 - 1) Planning in support of tax incremental financing districts
 - 2) Physical planning services including comprehensive planning, site planning and redevelopment planning
 - 3) Preparation of reports documenting conditions of blight, redevelopment area plans and redevelopment proposals
 - 4) Site specific development strategies, downtown improvement strategies and preliminary feasibility analyses
 - 5) Planning in support of neighborhood revitalization plans and strategies
 - 6) Planning and feasibility services for projects involving the rehabilitation of historic structures utilizing historic tax credits
- h) Provide general consulting and advisory services throughout the term of the Agreement relative to management practices and authorized and desirable activities to implement, continue, and enhance the community development programs. This includes informing and advising the county about federal and state policies and programs. We will assist the county in complying with HUD's recordkeeping requirements and in responding to and resolving HUD monitoring findings and concerns.
- i) Assist the county in applying for Section 108 Loan Guarantee assistance, BEDI assistance and other forms of state and federal assistance, including state capital budget funds (RACP).
- j) Assist the county in selecting, qualifying, and implementing Neighborhood Revitalization Strategy Areas.
- k) Cost principles applicable to grants and contracts with County, including determinations of allowable costs of program, composition of cost, cost allowable with approval of HUD, and cost allocation plan.
- l) Administrative requirements for the CDBG Program, the HOME Program and the ESG Program.
- m) 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.

- n) Advise the County on the need for additional environmental reviews for activities funded by local or major amendments, and prepare such environmental assessments.
- o) Provide guidance and direction to the County on compliance with new HUD Community Development Program regulations and memos periodically issued during the program year.
- p) Proposed expenditures of unspecified local option funds for eligible activities.
- q) Performance Standards for Program Management in areas of acquisition, relocation, equal opportunity, and citizen participation.
- r) On the requirements of the various laws, regulations, circulars, handbooks, etc., pertaining to nondiscrimination, relocation and acquisition, and labor standards.
- s) On the requirements of the Architectural Barriers Act of 1968, Hatch Act, National Flood Insurance Program, Clean Air Act and Federal Water Pollution Control Act as they relate to implementing the Community Development Block Grant Program, the HOME Program and the ESG Program.
- t) Equal Opportunity Documentation
 - 1) Advise the County how to document the action taken to assure that no person, on the grounds of race, color, national origin, religion, or sex, has been excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any funded activity.
 - a. Any methods of administration designated to assure that no one is subjected to discrimination under any funded activity.
 - b. Criteria used in selecting sites for public facilities designed to further the accomplishment of the objectives of the program or activities conducted with respect to any identifiable segment of the total group of lower income persons in the community.
 - c. Any actions undertaken to overcome the effects of the conditions which may have resulted in limited participation in the past in the type activities funded by any identifiable segment of the lower income persons in the community.
 - d. Any actions undertaken to promote equal employment opportunities for any identifiable segment of lower income persons in the community.

- 2) Document actions undertaken to further fair housing
 - a. Any actions undertaken to encourage enforcement of fair housing laws.
 - b. Any actions taken to prevent discrimination in housing and related facilities developed and operated with assistance under this program, and in the lending practices with respect to residential property and related facilities of lending institutions.
 - c. Any actions taken to assure that land use and development programs funded by these funds provide greater housing opportunities throughout the planning area for any identifiable segment of the total group of lower income persons in the community.
 - d) Any site selection policies adopted to promote equal opportunity in housing.

u) Affirmative Action Plan Development

Provide guidance and assistance in preparation and/or modification of Affirmative Action Plan for Equal Employment and Business Opportunity in accordance with Title VI of the 1964 Civil Rights Act, Section 109 of the Housing and Community Development Act of 1974, and Executive Order 11246. An Affirmative Action Plan for Equal Employment includes:

- 1) Development of an Affirmative Action Policy
- 2) Designation of an Equal Employment Opportunity Officer
- 3) Analysis of areas and levels of local municipal employment
- 4) Utilization analysis of minority and female employment at the local, state and county level
- 5) Determination of required corrective action (if any), in terms of short and long range goals
- 6) Evaluation or development of personnel policy to insure nondiscrimination in recruiting, training and promotional opportunities
- 7) Development of a grievance procedure.

v) Voluntary Program for Minority Business Enterprise

Provide guidance and assistance in development and implementation of a voluntary program designed to strengthen and expand minority business enterprise in accordance with Executive Director 11625.

w) Rehabilitation

Advise and assist the County in modifying the residential rehabilitation financing strategy and guidelines.

x) Advise the County in the implementation and coordination of assisted Family and/or Elderly Housing programs.

y) Meet with the County on an as-needed basis to review program progress and assist in overcoming impediments.

z) The Consultant will amend the Citizen Participation Plan as necessary to meet current HUD regulations.

aa) The Consultant agrees to provide and keep current on a monthly basis during the term of this Agreement the basic federal laws, circulars, executive orders, and regulations that are relevant to the CDBG Program, the HOME Program and the ESG Program. The Consultant providing the County with its affiliate Corporations Community Development Reporter and monthly updates thereto shall be considered as fulfilling this contractual provision.

bb) Advise and assist the County in meeting the requirements of the Urban Redevelopment Law of the Commonwealth of Pennsylvania to the extent necessary in carrying out the CDBG Program, the HOME Program and the ESG Program.

cc) Advise the County in applying for and implementing other federal or state programs which would provide leverage to and/or replace the County's CDBG Program, the HOME Program and the ESG Program funds in the fields of community development and housing, including federal and state enterprise zone programs

dd) Advise and assist the County in matters pertaining to HUD's ESG Program

ee) Provide advice and technical assistance on other community development and planning issues as requested by the County.

2. Affordable Housing Technical Services

M&L will also assist the county, its subrecipients, developers, and CHDOs in carrying out affordable housing initiatives. We will provide the following assistance:

a) Assist the county in preparing the annual submission to HUD for amendments to entitlement HOME and ESG funds (i.e., amendments to the Annual Action Plan) using the HUD CPMP tool and or the eCon Planning Suite in IDIS.

b) Assist the County in meeting any and all new HOME Program requirements such as subsidy layering, written agreements, policy and procedures, monitoring, etc.

- c) Assist the county in managing its HOME consortium.
- d) Assist the county staff in preparing the Environmental Review Record for the annual HOME and ESG Programs.
- e) Assist the county in the designation of Community Housing Development Organizations and the provision of capacity building services to CHDOs.
- f) Assist the county in matters pertaining to the eligibility of HOME and ESG funded activities.
- g) Assist the county in identifying and applying for alternate forms of housing assistance, including:
 - 1) Federal Home Loan Bank
 - 2) Low Income Housing Tax Credits
 - 3) Pennsylvania DCED Core Communities Program, and Community Revitalization Program
 - 4) Pennsylvania Housing Financing Agency Programs, including housing tax credits, Homeownership Choice and MUFFI programs
 - 5) HUD - housing programs
 - 6) The expiration of Section 8 contracts and the restructuring of debt in HUD financed rental housing properties in accordance with the Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRAA).
- h) Provision of underwriting and layering analyses for rental and homebuyer programs.
- i) Assist the county in preparing written agreements with subrecipients and CHDOs.
- j) Provision of real estate syndication services.
- k) Assist the county staff in evaluating proposals from private sector, non-profit and CHDO developers, owners and sponsors.
- l) Assist the county in establishing operational guidelines for new HOME/ESG funded initiatives
- m) Provision of project or site strategies and preliminary market/feasibility studies.
- n) Provide technical assistance in support of Westmoreland County HOME Consortium activities.

- o) Provide technical assistance in support of housing rehabilitation activities, including assistance aimed at achieving compliance with HUDs lead paint requirements.
- p) Assist the County in affirmatively furthering fair housing, including updating the Analysis of Impediments to Fair Housing Choice, implementing the fair housing action plan, selecting the location of new housing initiatives in a manner that expands fair housing choice and tracking and reporting fair housing accomplishments.
- q) Provide advice and assistance on other affordable housing issues, as requested by the County.
- r) Provide technical assistance related to the federal CARES programs (CDBG-CV/ESG-CV, etc.) and HOME ARP program following the submission of the HOME ARP Qualified Allocation Plan.

F. HOME ARP

The scope of services for the preparation of the HOME ARP allocation plan is attached to this Agreement as Exhibit C. The work will be completed in 2022.

Exhibit B

Scope of Services for Assessment of Fair Housing/ Analysis of Impediments to fair housing

Certification of AFFH/Analysis of Impediments to Fair Housing Choice

With the publication of the Interim Final Rule on June 10, 2021, HUD issued new guidance on a grantee's obligation to affirmatively further fair housing. Specifically, the IFR "does not require HUD grantees to participate in a fair housing planning process." However, because grantees remain obligated to certify annually that they are affirmatively furthering fair housing, preparing a fair housing planning document remains the best method for documenting a grantee's analysis and research to demonstrate that it is fulfilling its AFFH obligation.

HUD further expanded its guidance to state that grantees "may choose to continue to engage in familiar fair housing planning processes such as continuing to implement a completed AI or AFH, updating an existing AI or AFH, or conducting a new AI or AFH. Grantees may also choose to engage in other means of fair housing planning that meaningfully supports their certification."

For its clients, M&L prepares a new AI or updates an existing AI or AFH using the HUD 1996 Fair Housing Planning Guide. Our clients find that this template is a more user-friendly one without the repetitious prompts found in the 2016 AFH template. In addition, although HUD reports that the AFFH Data and Mapping Tool (AFFH-T) remains publicly available and continuously updated, there are other, more current data available, including better mapping products.

With the 5-year 2020 American Community Survey anticipated to be released in March 2022, this would be a good time to begin the data collection tasks for the AI. M&L welcomes the opportunity to discuss with the County how it wishes to prepare its certification for AFFH document.

Task 1. Amendment of Citizen Participation Plan

We will review the County's CPP for any revisions that may be needed and provide suggested recommendations.

Task 2. Project Mobilization

Development of Detailed Schedule

M&L will work with County staff to finalize a detailed calendar to complete the AI documents and meet all HUD deadlines.

Initial Project Planning with County Staff

This task involves a series of initial organizational steps that will ensure the timely execution of subsequent tasks. We will begin by providing a Stakeholder Chart to staff that includes a list of stakeholder categories with whom consultations will be conducted.

Identification of Stakeholders

At the outset of the planning process, M&L will refine the list of stakeholders whose input would be sought during the preparation of the AI. We will work with staff to identify key stakeholders consisting of public and private entities whose input can assist in generating a comprehensive fair housing profile. The manner in which outreach to stakeholders will be conducted will be refined upon contract execution.

Based on HUD requirements, the following stakeholder consultations are recommended:

- Local public housing authority and other assisted housing providers
- Social service providers including those focusing on services to minorities, families with children, the elderly, persons with disabilities, persons with HIV/AIDS and their families, homeless persons, and other protected classes
- Community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws
- Regional government agencies involved in metropolitan-wide planning and transportation responsibilities
- Broadband service providers, emergency management agencies
- Other entities identified by staff as appropriate for interviewing

Finalize Planning for Stakeholder Outreach

Once the general approach to the outreach and consultation process is established, M&L will prepare a suggested Interview Schedule. We would require the assistance of staff in contacting stakeholders and sending out email invites.

Draft Letters to Fair Housing Agencies

We will prepare letters to HUD and the Pennsylvania Division of Human Rights requesting lists of housing discrimination complaints and a status report on the complaints filed with each respective agency since the most recently completed AFH.

Participation in Initial Meeting with County Staff

The purposes of the initial meeting with staff include:

- Improving upon the process and the end-product
- Reviewing a series of draft maps and data tables to identify racially/ethnically concentrated areas of poverty across the city and how these may differ from the previous AFH maps

- Reviewing lists of documents needed from the County
- Addressing any questions from staff.

Task 3. Community Engagement Plan

Conduct Six Stakeholder Group Interviews

Based on the stakeholders identified by staff, M&L will utilize a list of issues and questions to be addressed during each group interview. After each consultation, we will prepare a written summary of the issues discussed and information exchanged. 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, fair housing and community development needs.

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 fair housing needs. The survey will pose a series of questions to identify if respondents have encountered discrimination in their search for, or attempts to maintain, housing. 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 AI. For this task, M&L can provide a Spanish translation. Translation into any other languages would need to be provided by the city, including the cost.

Conduct a Web-based Survey

To maximize consultation and input from residents, M&L will provide a web-based survey to be distributed for the purpose of identifying knowledge of/experience with housing discrimination, potential impediments to fair housing choice. The survey will also include a series of affordable housing and community needs and strategies to be ranked by highest, moderate and lowest priority by the respondents.

Facilitation of up to Four Public Meetings

M&L will facilitate up to four public meetings. Two public meetings will be conducted early in the process; the final two meetings will be facilitated toward the end of the 30-day public display period or shortly thereafter. M&L staff work with staff to identify the best ways to reach out to minority groups and other community residents who are less likely to participate in the planning process.

Implementation and Documentation of the Community Outreach Process

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

Task 4. Data Analysis

We will search for key housing and demographic indicators that help to paint the picture of fair housing in Westmoreland County. We will use the most recent census data available at the census tract level in preparing this analysis. We will graphically illustrate trends and conditions with maps and tables.

M&L will analyze the population by race and ethnicity, noting racially and ethnically concentrated areas of poverty (R/ECAPs). We will analyze the R/ECAPs identified in the previous AFH and note changes in number, location, intensity, etc. Variables such as income, poverty, unemployment, female-headed households, people with disabilities, foreign-born persons, and other protected classes will be analyzed to the extent that reliable data is available.

We will analyze the local housing stock in terms of tenure, level of accessibility, vacancy status, median value, sales prices, and rents. We will analyze and compare the affordability of housing, both rental and sales, for minority households. Specifically, we will identify the relative presence, location, and geographic concentration of members of the protected classes. We will identify patterns of housing segregation using the dissimilarity index.

Task 5. Public Sector Policy Analysis

Many resources will be reviewed and evaluated as part of Task 5. As the AI is primarily a policy analysis document, much of the information related to describing past trends and current conditions, as well as contributing factors to fair housing issues, will be found in local government policies. Based on the documents reviewed for the previous AFH, we will review updates or revisions to the following documents:

- **CDBG/HOME/ESG Program Investments** – We will review the local application processes and project selection criteria to determine how AFFH factors are considered in funding decisions. We will inquire about efforts to inform and educate sub-recipients about AFFH responsibilities. We will analyze fair housing monitoring efforts as well as procedures for sanctioning sub-recipients that fail to AFFH. We will review any restrictions placed on entitlement programs by HUD and progress in achieving compliance.
- **Planning Documents** – We will review updates to the County’s Comprehensive Plan and review how the County:
 - Advocates for affordable housing opportunities outside areas of concentration of LMI minorities
 - Promotes integrative principles for the purpose of de-segregating areas of concentration of LMI minorities
 - Facilitates initiatives that address the elimination of poverty as an impediment to fair housing choice, and

- Includes fair housing policies in long-range planning documents. Specifically, we will look for strong connections between where lower income neighborhoods are located in relation to public transportation services and employment centers.
- **Zoning Risk Assessment** – We will review up to five (5) zoning ordinance from various municipalities to determine if any revisions recommended in the most recent AFH have been implemented.
- **Local Building Codes** – We will research how accessibility measures are enforced through state and local codes, and the degree to which design and construction standards for new multi-family developments continue to be enforced.
- **Anti-Displacement Plan** – We will review revisions to the county’s Anti-Displacement and Relocation Plan to determine how these impact members of the protected classes when economic pressures are exerted in lower income neighborhoods for redevelopment and revitalization initiatives.
- **Public Transit** – We will determine the extent to which public transit links R/ECAPs with higher opportunity areas. We will review long-term transportation plans and the degree to which housing-employment linkages are considered and proposed compared to the last AFH.
- **Public Housing Authority** – We will analyze occupancy and waiting list characteristics for public housing and the county’s Housing Choice Vouchers to determine the relative presence of members of the protected classes.
- **Location of Major Employers and Employment Opportunities** – We will identify where employment opportunities are located in relation to R/ECAPs and the public transit linkages between them.
- **Assisted Housing Location Patterns** – We will analyze the geographic distribution of affordable housing including public housing, Housing Choice Vouchers, project-based Section 8 Housing Choice Vouchers, Low Income Housing Tax Credit-financed developments, and other assisted housing relative to their location and/or concentration in R/ECAPs.
- **Immigrants and Persons with Limited English Proficiency** – We will review administrative actions that influence housing and housing related services for immigrants and persons with limited English language proficiency. We will review the city’s Language Access Plan (LAP).

Task 6. Evaluation of Local Fair Housing Profile

We will define the function of the agencies involved in the day-to-day process of responding to fair housing questions and complaints for city residents and any changes since the most recent AFH. We will explore how members of the protected classes become aware of the existence and function of fair housing organizations serving them. This will involve an assessment of outreach and communication efforts, including informational programming offered by the participating entities and any fair housing advocacy organizations. We will review the results of any testing that has taken place in Westmoreland County and other specific enforcement actions that may have resulted from paired testing.

We will review any updates to state and local fair housing laws and whether these are substantially equivalent to the federal Fair Housing Act. At the outset of the project, we will draft a letter to HUD requesting status reports of complaints filed by residents. The letters will request summaries of complaints received since the last AFH.

Task 7. Evaluation of Progress Achieved since the last AFH

We will work with staff to review the progress that the county has achieved since the last AFH. For this assessment, we will review the fair housing action plan and identify measures taken to implement the plan. In carrying out this task, we will request assistance from staff and review the fair housing sections of recent CAPERs.

The significance of carrying out this step is twofold. We need to determine which impediments remain today and would need to be addressed in the AI update. For those impediments that have been resolved, or where significant progress has been made, this will be documented. Second, for those impediments that remain, we can re-visit the recommendations to evaluate if different initiatives would be more appropriate.

Task 8. Summary of Impediments

Based on the results of our data analysis, the community outreach initiatives and the policy analysis, we will prepare a description of issues that constitute impediments to fair housing choice. This summary will include a discussion of impediments that were identified in the previous AFH and remain impediments today.

Task 9. Fair Housing Action Plan

The Fair Housing Action Plan will recommend a series of actions aimed at overcoming barriers to housing choice and expanding housing choice for members of the protected classes throughout the county. The plan will correspond directly with impediments identified in the AI and will emphasize executable goals and strategic actions that are within the capacity of the city to implement.

Task 10. Draft AI Update Document

M&L will provide a Draft AI that includes the research performed in Tasks 1 through 9.

Task 11. Final AI Update Document

In this step, we will incorporate comments and revisions provided by staff. M&L will provide the final document version in Word and Adobe PDF versions.

Assistance Required from Staff

During the preparation of the AI update, M&L will require assistance from staff for the following tasks:

- Identifying and inviting community stakeholders to group interviews (M&L will provide the language for the email invite)
- Publishing 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)
- Mailing letter to HUD requesting housing discrimination complaint data (M&L will provide a draft letter to staff)
- Identifying progress achieved since the previous AFH
- Timely review and comment on all draft documents provided by M&L

M&L would recommend that the AI be completed in 2024 in advance of the County's next Five Year Consolidated Plan.

Exhibit C

Preparation of the HOME ARP Qualified Allocation Plan

The following chart provides the scope of services that will meet all of the requirements in HUD CPD Notice 21-10 to allow for submission of the required HOME ARP Qualified Allocation Plan to HUD for review and approval. This work will be completed in 2022.

Tasks	Estimated Staff Hours
PHASE 1: PUBLIC PARTICIPATION	TOTAL: 100
Task 1 - Consultation	80 hours
<ul style="list-style-type: none"> A. Joint kick-off meeting with HOME Program manager and CoC coordinator (meeting prep, meeting time, summary of notes, follow-up) B. Assist in identifying all required and other agencies and service providers (key stakeholders) whose clientele include Qualifying Populations C. Work with key stakeholders to identify a range of development strategies and financing tools to support an allocation strategy for HOME-ARP funding D. 6 meetings with key stakeholders (meeting prep, meeting time, summary of notes, follow-up) 	
Task 2 – Public Participation	12 hours
<ul style="list-style-type: none"> A. One required public hearing to solicit comment on Draft Allocation Plan (draft notice, prep Power Point presentation, meeting facilitation, summary of comments) 	
Task 3 - Summary of Consultation Process	8 hours
<ul style="list-style-type: none"> A. Written summary of all comments and recommendations received (orally, in writing and at public hearing), including those not accepted and why; does not include completion of any part of the Allocation Plan 	
PHASE 2: ALLOCATION PLAN	TOTAL: 178
Task 1 - Needs Assessment & Gaps Analysis	96
<ul style="list-style-type: none"> A. Review CoC Housing Inventory Chart: identify gaps in current shelter and housing inventory and service delivery system B. Review HMIS: identify and evaluate size and demographic composition of Qualifying Populations C. Assess unmet need of Qualifying Populations D. If including HUD-defined “Other Populations”: identify characteristics of housing associated with instability, increased risk of homelessness 	

- E. Identify current resources available to assist Qualifying Populations including congregate and NCS units, supportive services, TBRA and affordable and PSH rental units
- F. Identify appropriate partnerships, locations, and opportunities to leverage funds for projects to ensure maximization of the new HOME-ARP funds
- G. Identify capacity-building needs for the PJ and its partners to successfully develop and manage a completely new program and funding source to address homelessness
- H. Identify gaps within current shelter, housing inventory and service delivery system
- I. Identify priority needs for Qualifying Populations
- J. Discuss how level of need and gaps in shelter and housing inventory and service delivery system based on data presented were determined
- K. Use information obtained through consultations to supplement this section
- L. Completion of data tables in Allocation Plan (based on PIT, HIC, CHAS)

Task 2 - HOME-ARP Activities

48

- A. Describe how the PJ will distribute HOME-ARP funds based on identified priority needs, method for soliciting selecting funding applications and/or selecting developers, service providers, subrecipients and/or contractors, or if PJ will administer activities directly
- B. Develop strategies to ensure the long-term sustainability of projects developed under HOME-ARP
- C. Identify any subrecipient or contractor and describe role / responsibilities in administering PJ's HOME-ARP program
- D. Use of HOME-ARP Funding (table)
- E. Budget to demonstrate that planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits
- F. Narrate how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provides the rationale for funding the identified priorities and eligible activities

Task 3 – HOME-ARP Production Goals

8

- A. Estimate of the number of affordable rental housing units for qualifying populations that will be produced
- B. Describe the specific affordable rental housing production goals and how these will address the identified priority needs

Task 4 - Preferences

12

- A. Identify if the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project
- B. If a preference was identified, explain how use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the Qualifying Populations consistent with the Needs Assessment & Gap Analysis
- C. If a preference was identified, describe how HOME-ARP funds will be used to address the unmet needs or gaps in benefits and services of other qualifying populations that are not included in the preference

Task 5 – HOME-ARP Refinancing Guidelines

8

- A. State the PJ's refinancing guidelines (in accordance with 24 CFR 92.206(b)) if HOME-ARP funds will be used to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds (includes lengthy requirements)

Task 6 – SF-424 Forms and Certifications

2

- A. SF-424, SF-424B, SF-424D
- B. HUD-provided single form to cover all required certifications: Affirmatively Further Fair Housing; Uniform Relocation Assistance and Real Property Acquisition Policies Act and Anti-displacement and Relocation Assistance Plan; Anti-Lobbying; Authority of Jurisdiction; Section 3; HOME-ARP specific certification that a PJ will only use HOME-ARP funds consistent with ARP and the HOME-ARP Notice for eligible activities and eligible costs

Task 7 - Substantial Amendment to 2021 Annual Plan

4

- Allocation Plan is Substantial Amendment
- Provide draft public notice
- Attend public hearing
- Submit in IDIS

Task 8 – On-Call Technical Assistance during HUD Review

unknown

- A. Remain available to address HUD comments

Task 9 – Resubmission of Allocation Plan, if required

unknown

A. Resubmission of Allocation Plan

TOTAL BUDGET

TOTAL: 278

Notes:

- This scope and budget reflect work completed through the approval of the HOME-ARP Allocation Plan by HUD.
- Any additional technical assistance services will be provided on an hourly rate basis.
- Additional work beyond approval of the Allocation Plan (such as program guidelines, environmental reviews, policy and procedure manual, administrative capacity-building, non-profit capacity-building, subsidy layering analysis, CAPER, etc.) would require an additional scope and budget.

Exhibit D
Contract for Professional Services
Part II - Terms and Conditions

1. **Termination of Agreement for Cause.** If, through any cause, Mullin & Lonergan Associates, hereinafter referred to as the "Contractor," shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

2. **Termination for Convenience of the County.** The County may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
3. **Reports and Information.** The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
4. **Patent Rights.** Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the Contractor or its employees in the course of, in connection with, or under the terms of this Agreement, the Contractor shall immediately give the County written notice thereof and shall promptly thereafter furnish the County with complete information thereon. The County shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed and to determine the disposition, improvement or discovery, including title

to and rights under any patent application or patent that may issue thereon. The determination of the County on all of these matters shall be accepted as final. The Contractor warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

Except as otherwise authorized in writing by the County, the Contractor shall obtain patent agreements to effectuate the provisions of this article from all persons who perform any part of the work under this Agreement except such clerical and manual labor personnel as will have no access to technical data.

Except as otherwise authorized in writing by the County, the Contractor will insert in each subcontract having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.

If the County obtains patent rights pursuant to this article, the Contractor shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

5. **Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
6. **Records and Audits.** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the County to assure proper accounting for all project funds. These records will be made available for audit purposes to the County, any subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.
7. **Retention of Records.** All accounts and records as required under Paragraph 6 above shall be retained by the Contractor for three years after the expiration of this Agreement unless permission to destroy them is granted by the County.
8. **Clean Air Act and Clean Water Act Compliance.** Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$100,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:
 - a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the Contractor that it will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

- 9. **Energy Conservation Provisions.** Contractors must recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- 10. For all contracts funded in whole or in part through the Pennsylvania Department of Community and Economic Development (the Department), the Contractor also agrees to comply with all applicable state statutes and regulations to which the Department and County are subject including, but not limited to Act 222, the Building Energy Conservation Act and Act 442, the Pennsylvania Prevailing Wage Act or the Resident Labor Requirement Act, the Steel Products Procurement Act, the Trade Practices Act and the Public Works Contractors Bond Act of 1967.
- 11. **Compliance with the Americans with Disabilities Act.** Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. 35.101 et seq, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Contractor agrees to comply with the General Prohibitions Against Discrimination, at 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the County and any grantor agency from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the County and any grantor agency as a result of the Contractors failure to comply with the provisions of the above paragraph.

12. **Changes.** The County may, from time to time, request changes in the scope of the services of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor shall be incorporated in written amendments to this Agreement.
13. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County. Provided, however, that claims for money by the Consultant from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
14. **Compliance with Local Laws.** The Consultant shall comply with all applicable laws, ordinances and codes of the Federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.
15. This Agreement also incorporates all federal requirements at 2 CFR Part 200 as applicable.
16. This document and all attachments which have been incorporated by reference, contain all terms, provisions and conditions of the Agreement. All provisions thereof are intended by the parties to be whole and entire. Any amendment, alteration, variation, modification, or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties by the execution of an amendment which shall be attached to and be part of this Agreement.
17. During the performance of this Agreement, the Consultant and County agree that no actions in performance hereunder shall discriminate against any person on the basis of race, color, sex, religious creed, national origin, age or handicap.
18. The Consultant agrees to comply with the provisions regarding Non-discrimination and Contractor Integrity attached hereto as Exhibit E and Exhibit F respectively.
19. The Consultant's services are retained by the County only for the purposes and to the extent set forth in this Agreement (and any amendments hereto) and the Consultant's relation to the County shall be that of an independent contractor, and not an employee, agent or servant of the County.

20. The Consultant shall indemnify, defend and hold harmless the County, and its officers and employees from and against any and all losses, claims, actions, lawsuits, damages, liability and expenses (including attorney fees and costs) occasioned wholly or in part by the Consultant's act or omission or the act or omission of Consultant's agents, employees, consultants or servants in performance of any responsibility or service relating to this Agreement.
21. During the term of this Agreement, the Consultant shall maintain in effect insurance policies in amounts as outlined in the Certificate of Liability Insurance which is to be provided to the County at the time of signing of this Agreement.
 - a. General Liability: Limits of \$1,000,000.00 per occurrence/\$1,000,000.00 aggregate at a minimum.
 - b. Worker's Compensation: Statutory benefits; employer's liability. \$500,000.00 one accident and aggregate disease. The Consultant's carrier will waive all rights of subrogation against the County.
 - c. Automobile Liability: \$1,000,000.00 per occurrence combined single limit for bodily injury (including death) and property damage liability, covering owner, non-owned and hired vehicles.
 - d. Professional Liability Insurance – \$1,000,000.00 per occurrence/\$1,000,000.00 aggregate at a minimum.
 - e. Westmoreland County, its officers and employees must be named as additional insured parties on all liability policies.
 - f. Thirty (30) days notice of cancellation.
22. The Consultant agrees to abide by applicable HUD provisions with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Consultant further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Consultant hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Proposer, or of any designated public agencies or subrecipients which are receiving HUD funds.
23. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania with jurisdiction in the Court of Common Pleas of Westmoreland County.

24. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same agreement. Any facsimile or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement.
25. The Undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Agreement also incorporates a regulations found at 2 CFR Part 200 provisions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2/17/22
Date


Signature of Contractor

ATTACHMENT E
NONDISCRIMINATION CLAUSE

During the term of this contract, the CONTRACTOR agrees as follows:

1) CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age or sex. CONTRACTOR shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. CONTRACTOR shall post in conspicuous places, available to all employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2) CONTRACTOR shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

3) CONTRACTOR shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by CONTRACTOR.

4) It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that CONTRACTOR had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that CONTRACTOR was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that CONTRACTOR will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, CONTRACTOR shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6) CONTRACTOR shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of CONTRACTOR's noncompliance with the nondiscrimination clause of this contract, or with any such

laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and CONTRACTOR may be declared temporarily ineligible for further County or Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7) CONTRACTOR shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency, the Office of Administration, Bureau of Affirmative Action, and the Human Relations Commission for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to 16 Pa. Code §49.35 (relating to information concerning compliance by contractors). If CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency, the Bureau of Affirmative Action or the Commission.

8) CONTRACTOR shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9) CONTRACTOR shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

10) The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.

11) CONTRACTOR's obligations under this clause are limited to CONTRACTOR's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Source: 16 Pa.Code§49.

ATTACHMENT F
CONTRACTOR INTEGRITY

A. Definitions:

1) "**Confidential information**" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth of Pennsylvania or the County of Westmoreland.

2) "**Consent**" means written permission signed by a duly authorized officer or employee of the Commonwealth or the County, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the County shall be deemed to have consented by virtue of execution of this agreement.

3) "**Contractor**" means the individual or entity that has entered into this agreement with the County, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

4) "**Financial Interest**" means:

a) Ownership of more than 5% interest in any business; or

b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5) "**Gratuity**" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

B. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of State or Federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania and/or the County.

C. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

D. The Contractor shall not, in connection with this or any other agreement with the County or the Commonwealth of Pennsylvania, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the County or the Commonwealth of Pennsylvania.

E. The Contractor, shall not, in connection with this or any other agreement with the County or the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the County or the Commonwealth.

F. Except with the consent of the County and the Commonwealth, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

G. Except with the consent of the County and the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

H. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.

I. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.

J. The Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with the County or which are otherwise relevant to the enforcement of these provisions.

K. For violation of any of the above provisions, the County (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the County or Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth or the County may have