

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR HIS DESIGNEE(S) TO TAKE ANY/ALL ACTIONS NECESSARY TO AWARD A CONTRACT TO URBAN DESIGN VENTURES, LLC FOR PROFESSIONAL SERVICES RELATING TO THE CITY'S HUD PROGRAMS

WHEREAS, the City receives an annual Entitlement Grant from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant Program (CDBG), and the HOME Investment Partnerships Program (HOME); and

WHEREAS, HUD requires all Entitlement Grantees to consolidate their CDBG and HOME Programs into Annual Action Plans; and

WHEREAS, the City is undertaking various projects and activities such as housing, community development, economic development, redevelopment, planning and urban design, as well as the preparation of its Five Year Consolidated Plan, Analysis of Impediments to Fair Housing Choice (A.I.), Annual Action Plans, annual Environmental Review Records (ERRs), annual Consolidated Annual Performance Evaluation Reports (CAPERs), and other required plans and policies by HUD; and

WHEREAS, the City desires to hire a consulting firm to assist in the preparation of these plans and project activities; and

WHEREAS, the City has procured the services of a consulting firm through an RFP, which was in accordance with the Federal Procurement Policies found in 2 CFR Part 200.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager and/or his designee is hereby authorized and directed to award a contract to Urban Design Ventures, LLC.


ADOPTED: June 14, 2023

By the following Vote:

Yeas: Mayor Janakovic, Ms. Huchel, Mr. Britt, Mr. Arnone, Rev. King, Mrs. Mock, Mr. Capriotti

Nays:

Absent



Frank Janakovic, Mayor
Michael Capriotti, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10570** as the same by the City Council of the City of Johnstown, Pennsylvania.



Ethan Imhoff, City Manager

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

THE CITY OF JOHNSTOWN, PA

AND

URBAN DESIGN VENTURES, LLC

THIS AGREEMENT, entered into this 1st day of January 2023, by and between the **City of Johnstown, Pennsylvania** (hereinafter referred to as the "City") and **Urban Design Ventures, LLC** (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the City receives an annual Entitlement Grant from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant Program (CDBG), and the HOME Investment Partnerships Program (HOME); and

WHEREAS, HUD requires all Entitlement Grantees to consolidate their CDBG and HOME Programs into Annual Action Plans; and

WHEREAS, the City is undertaking various projects and activities such as housing, community development, economic development, redevelopment, planning and urban design, as well as the preparation of its Five Year Consolidated Plan, Analysis of Impediments to Fair Housing Choice (A.I.), Annual Action Plans, annual Environmental Review Records (ERRs), annual Consolidated Annual Performance Evaluation Reports (CAPERs), and other required plans and policies by HUD; and

WHEREAS, the City desires to hire a consulting firm to assist in the preparation of these plans and project activities; and

WHEREAS, the City has procured the services of a consulting firm through an RFP, which was in accordance with the Federal Procurement Policies found in 2 CFR Part 200.

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

I. SCOPE OF SERVICES –

The Consultant shall provide the following services as requested by the City of Johnstown in its Request for Proposals:

A. CDBG PROGRAM:

1. Preparation of the City's Five-Year Consolidated Plan for FY 2025 to FY 2029.
2. Preparation of the FY 2023, FY 2024, FY 2025, FY 2026, and FY 2027 Annual Action Plans for the CDBG and HOME Programs.
3. Assist the City in qualifying activities for Federal financial assistance.
4. Assist in preparing the Environmental Review Record for annual community development activities for FY 2023, FY 2024, FY 2025, FY 2026, and FY 2027, as well as, amendments to the CDBG and HOME Programs.
5. Assist in preparation of annual performance reports as part of the Consolidated Annual Performance and Evaluation Report (CAPER).
6. Provide advice and assistance in meeting citizen participation requirements.
7. Provide advice and assistance in meeting the Federal Section 106 requirements in accordance with the State Historic Preservation Office (SHPO) and the U.S. Department of Interior regulations for historic preservation.
8. Provide advice and assistance in the implementation of program activities, including compliance with Federal and State regulations.
9. Provide advice and technical assistance in connection with the CDBG and HOME Programs, including the lead based paint requirements.
10. Prepare the modifications and amendments to previously approved CDBG and HOME Programs.
11. Provide advice and assistance in the preparation of Section 108 Loan Guarantee applications and BEDI applications.
12. Providing advice on other sources of funding for housing, community development and economic development programs, including the preparation of applications for additional sources of funds.
13. Prepare Redevelopment Area Plans and Redevelopment Proposals.
14. Prepare a Neighborhood Revitalization Strategy Area Plan (NRSA).
15. Assistance in the preparation of applications for funding to the PA Housing Finance Agency (PHFA) for housing.

16. Preparing other applications and/or performing studies in accordance with Federal and State programs and guidelines for which the City of Johnstown may be eligible to apply for funding.
17. Provide general consulting and advisory services throughout the term of the contract relative to management practices and authorized and desirable activities to implement, continue, and to enhance the community development programs. This includes informing and advising the City of Johnstown staff about Federal and State policies and programs, and changes thereto.
18. Assist in conducting other planning studies.
19. Assist in the preparation of the Analysis of Impediments to Fair Housing Choice (AI) or an Analysis of Fair Housing (AFH), Fair Housing reports, studies, and technical assistance as needed.
20. Assist in identifying and developing an area as a Target Area for Code Enforcement.

B. ENVIRONMENTAL REVIEW RECORD (ERR):

The Consultant shall assist the City in the preparation of the necessary documentation for completion of the Environmental Review Records for each program year FY 2023, 2024, 2025, 2026, and 2027 for the release of grant funds. This includes the Section 106 Historic Review Consultation with the PA-SHPO. This does not include the preparation of an environmental impact statement for any project or activity.

C. HOME PROGRAM:

1. Preparation of the annual budget for the fiscal year.
2. Preparation of project descriptions for each activity to be undertaken under the program year, in accordance with the HUD format.
3. Inclusion of the HOME Program activities in the Annual Action Plans.
4. Assist in the determination of housing needs for the homeless, elderly, special needs population, etc. in accordance with the Five Year Consolidated Plan.
5. Assistance in the preparation of environmental clearance and release of funds for HOME activities.
6. Inclusion of the HOME performance data in the CAPER.
7. Preparation of any program modification or amendments to the approved HOME Program Year activities.
8. Provide advice and assistance in the review of requests for funding for housing development from local agencies, non-profits, housing developers, etc.
9. Assistance in reviewing annually the CHDOs for recertification.

10. Assistance in preparing sub-recipient agreements, CHDO agreements, and monitoring sub-recipients as may be requested by the City.

D. ECONOMIC DEVELOPMENT:

1. Assistance in the preparation of applications under the Section 108 Loan Guarantee Program.
2. Assistance in the preparation of EDI and BEDI grants for specific projects.
3. Assistance in the preparation of the Federal Grant applications for funding under USDA, ARC, etc.
4. Provide advice and assistance to the City on the need for economic development loans.
5. Assistance in the administration of the State Enterprise Zone Program and assistance in the preparation of reports and applications for additional funding.

E. HOUSING ACTIVITIES:

1. Provide advice and assistance to the City in regard to its housing rehabilitation program.
2. Preparation of applications for additional funding for housing from the PHFA, FHLB, and LIHTC.
3. Provide advice and assistance in meeting the lead based paint requirements.
4. Assistance in the development of new housing construction and/or rehabilitation of housing by non-profit agencies in the City.
5. Assistance in identifying and analyzing the housing needs in the City of Johnstown.
6. Assist the City in reviewing proposals for funds for the construction or rehabilitation of affordable housing activities.
7. Assist the City in the preparation of sub-recipient grantee agreements and monitoring of activities.

F. OTHER PROGRAMS:

1. Provide advice and assistance in identifying planning projects.
2. Preparation of basic conditions reports for the certification of a redevelopment area.
3. Preparation of Redevelopment Area Plans and Redevelopment Proposals.
4. Preparation of applications for state and Federal funds for special projects and programs.
5. Assistance in staff development and training if needed.

6. Assist the City's staff in analyzing the land use needs, housing needs, economic and community development needs, public and community facility improvements, etc. in relationship to its current Comprehensive Plan,
7. Preparation of studies of existing and potential historic districts for certification, or de-certification.

II. TIME OF PERFORMANCE –

The consultant shall commence work immediately upon execution of this Agreement and work shall be completed within five (5) years, which is presently estimated to be December 31, 2027.

III. COMPENSATION AND METHOD OF PAYMENT –

For consideration of the services to be rendered under the terms of this Agreement, the City shall pay the Consultant the following fees:

A. CDBG and HOME Programs:

A lump sum amount for the following tasks and assignments:

- Annual Action Plan\$ 8,000.00 per year
- Annual CAPER \$ 8,000.00 per year
- Annual ERR \$ 7,000.00 per year
- Five Year Consolidated Plan \$ 24,000.00 per year
- Analysis of Impediments..... \$ 20,000.00 per year
- Section 108 Loan Guarantee Application(To be negotiated)
- Technical Assistance(Hourly Rates)

The following hourly rates for additional services and technical assistance apply for the entire 5 years of the contract:

- Walter J. Haglund..... \$160.00 per hour
- Karl M. Haglund..... \$150.00 per hour
- David G. Jordan..... \$140.00 per hour
- Jon G. Haglund..... \$140.00 per hour
- Chris M. Fletcher..... \$140.00 per hour
- Michael S. Long..... \$100.00 per hour
- Gavin F. O'Connor \$100.00 per hour

These hourly rates are all inclusive. There are no additional costs for overhead, expenses, reimbursables, benefits, travel, etc. Technical assistance will be invoiced on an hourly basis per month. Services with a

set lump sum amount will be invoiced periodically. Each invoice shall clearly indicate the work that has been performed by the Consultant.

B. Section 108 Loan Guarantee Program (Optional):

If the City wishes the Consultant to prepare an application for a Section 108 Loan Guarantee, the Consultant will provide a lump sum amount or hourly basis for compensation, with a not-to-exceed amount to be determined on a project basis.

C. Other Programs and Special Studies:

The Consultant will provide technical services under this portion of the Agreement for an hourly basis compensation for each of the following activities.

- Preparation of other State and Federal Grant Applications.
- Preparation of a Redevelopment Plan.
- Assistance in administering the City's Enterprise Zone Program.
- Preparation of applications for funds from the Federal Home Loan Bank.
- Preparation of applications for Low Income Housing Tax Credits (LIHTC).
- Assistance in administering economic development loan programs.
- Other assignments which the City may want the Consultant to do.

IV. DATA TO BE FURNISHED TO CONSULTANT –

The City will assist the Consultant in gathering information and establishing goals for the Annual Action Plans. In addition, the City will furnish and provide the Consultant with all HUD, CDBG, and HOME correspondence, performance information, environmental assessment reports, income surveys, financial reports, etc. to fulfill the obligations of this Agreement.

V. OTHER TERMS AND CONDITIONS –

This Agreement is subject to the General Terms and Conditions, a copy of which is attached, and in which the City of Johnstown is referred to as "City" and Urban Design Ventures, LLC is referred to as "Consultant."

IN WITNESS WHEREOF, the City and the Consultant hereto have executed this Agreement as of the date first written above, intending to be legally bound hereby.

CITY OF JOHNSTOWN, PENNSYLVANIA

ATTEST:

By: _____
Katherine Purelli-Webb,
Fiscal Officer, Economic Development

By: _____
John B. Dubnansky,
Economic Development Director

URBAN DESIGN VENTURES, LLC

ATTEST:

By:  _____
Karl M. Haglund, Vice President

By:  _____
Walter J. Haglund, President

CONTRACT FOR PROFESSIONAL SERVICES PART II - TERMS AND CONDITIONS

1. **Termination of Contract for Cause.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall there upon have the right to terminate this Contract by giving written notice to the Consultant 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 Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

2. **Termination for Convenience of the City.** The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The City may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant shall be incorporated in written amendments to this Contract.
4. **Personnel.**
 - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

- c. None of the work or services covered by this Contract shall be sub-contracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignability.** The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City. Provided, however, that claims for money by the Consultant from the City under this Contract 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 City.
6. **Reports and Information.** The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Records and Audits.** The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City, or any of their duly authorized representatives, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.
8. **Confidentiality.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
9. **Copyright.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
10. **Compliance with Local Laws.** The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
11. **Equal Employment Opportunity.** During the performance of this Contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Consultant will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the U.S. Department of HUD may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub Consultant or vender as a result of such direction by the U.S. Department of HUD, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
12. Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, religion, sex, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.
13. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, religion, sex, color, national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
14. Section "3" Compliance in the Provision of Training, Employment and Business Opportunities.
- a. Every applicant, recipient, contracting party, Consultant and sub-consultant shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):
- The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U.S Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - The parties to the Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto set forth in 24 CFR Part 75 and all other applicable rules and orders issued

there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-consultant is in violation of these regulations. The Consultant will not subcontract with any sub-consultant where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the sub-consultant has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Consultants and sub-consultants, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.
15. **Interest of Certain Federal Officials.** No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.
16. **Interest of Members, Officers, or Employees of City, Member of Local Governing Body, or other Public Officials.** No member, officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest,

direct or indirect in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Contract.

17. **Interest of Certain State Officials.** No member or Representative to the Legislature of the State shall be permitted to any share or part of this Contract or to any benefit to arise from the same.
18. **Age Discrimination Act of 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
19. **Section 504 of the Rehabilitation Act of 1973 - Affirmative Action for Handicapped Workers.**
 - a. The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, up grading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - c. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - d. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - e. The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action

to employ and advance in employment physically and mentally handicapped individuals.

- f. The Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each sub-consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

20. Equal Opportunity.

- a. Consultant shall not discriminate against any employee, applicant for employment, independent Consultant or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap status.

Consultant shall take affirmative action to ensure that applicants who are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, or handicap status. Such affirmative action shall include but is not limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Consultant shall post in conspicuous places, available to 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.

- b. Consultant 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, sex, or handicap status.
- c. Consultant 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 Consultant.
- d. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the State Human Relations (Rights)

Commission of this nondiscrimination clause that Consultant had delegated some of its employment practices to any union, training program or other source or recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Consultant 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.

- e. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Consultant will be unable to meet its obligations under the Contract Compliance Regulations issued by the State Human Relations (Rights) Commission, or this nondiscrimination clause, Consultant shall then employ and fill vacancies through other nondiscriminatory employment procedures.
 - f. Consultant shall comply with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Consultant'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, for further State contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
 - g. Consultant shall actively recruit minority sub-consultants or sub-consultants with substantial minority representation among their employees.
 - h. Consultant shall include the provisions of this nondiscrimination clause in ever subcontract, so that provisions will be binding upon each sub-consultant.
21. **Prohibition Against Payments of Bonus or Commission.** The assistance provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance, or approval of applications for additional assistance, or any other approval or concurrence of required under this Contract, Title I of the Housing and Community Development Act of 1974 as amended or regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
22. **Interest of Consultant.** The Consultant covenants that it presently has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of its services hereunder. The

Consultant further covenants, that in the performance of this Agreement, it will not knowingly employ any person having any such interest.

- 23. Severability.** Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Contract.