

**CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA**  
**RESOLUTION NO. 10749**

MOVED BY COUNCILPERSON: CLARK

**A RESOLUTION, OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, APPROVING THE AWARD OF HOME-ARP FUNDS IN THE AMOUNT OF \$375,843.50 TO THE WOMEN'S HELP CENTER, INC. (DBA COMMUNITY HELP CENTER) AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE ALL DOCUMENTS NECESSARY TO ENTER INTO AN AGREEMENT FOR THE HOME-ARP FUNDS.**

**WHEREAS**, a request for funds was submitted by the Women's Help Center, Inc. for HOME-ARP funds, and the project activity is eligible under the HUD HOME-ARP Guidelines; and

**WHEREAS**, these funds will be used for the development of twelve (12) non-congregate shelter units which will be constructed on the second floor of 709 Franklin Street, Johnstown, PA; and

**NOW, THEREFORE, IT RESOLVED**, by the City Council of the City of Johnstown, Cambria County, Pennsylvania, and it is hereby resolved by the authority of the same, as follows:

**SECTION 1.** The City of Johnstown awards \$375,843.50 to the Women's Help Center, Inc.

**SECTION 2.** That the appropriate City officers are hereby authorized to enter into an agreement with the Women's Help Center, Inc. for the development of twelve (12) non-congregate shelter units to be constructed on the second floor of 709 Franklin Street, Johnstown, PA. The second floor will include six (6) units for males, six (6) units for females, lounges, shared kitchen and dining areas, shared laundry, and storage spaces.

**SECTION 3.** Any resolution, or part of any resolution, that may conflict herewith, or be repealed hereby, be and the same is hereby repealed.

**RESOLUTION SECONDED BY COUNCILPERSON** ARNONE

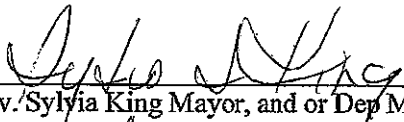
**Roll Call:**


Arnone			Barber			Clark			Spinelli			Brandon-Taylor			King					
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**ADOPTED:** January 14, 2026

**ATTEST:**

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10749 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

  
Rev. Sylvia King Mayor, and or Dep Mayor Charles Arnone

  
Arturo Martynuska, City Manager



**NON-CONGREGATE SHELTER SUBRECIPIENT AGREEMENT  
HOME AMERICAN RESCUE PLAN PROGRAM (HOME-ARP)**

MADE this 16<sup>th</sup> day of January, 2026,

*BY and BETWEEN*

THE CITY OF JOHNSTOWN, a third-class city of the Commonwealth of Pennsylvania, hereinafter called "CITY",

*AND*

Women's Help Center, Inc. DBA Community Help Center, a nonprofit corporation organized and operating within the Commonwealth of Pennsylvania, with offices located at 809 Napoleon Street, Johnstown, PA 15901, Pennsylvania, hereinafter called "SUBRECIPIENT".

*WITNESSETH:*

**WHEREAS**, the City of Johnstown ("CITY") has received funds from the United States Department of Housing and Urban Development (HUD) under Title II of the Cranston- Gonzales National Affordable Housing Act of 1990, as amended (U.S.C. 12721 et. seq.); and

**WHEREAS**, in accordance with the National Affordable Housing Act (NAHA), of 1990 as amended, the CITY is the recipient of HOME Investment Partnership Program - American Rescue Program (HOME-ARP) funds;

**WHEREAS**, HUD CPD Notice 21-10 established requirements for funds appropriated under section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) ("ARP") for the HOME Investment Partnerships Program (HOME) to provide homelessness assistance and supportive services.

**WHEREAS**, ARP authorized HUD to allocate HOME-ARP funds to states, units of general local government, insular areas, and consortia of units of general local government that qualified for an allocation of HOME funds in Fiscal Year (FY) 2021, pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) ("NAHA")

**WHEREAS**, ARP provides funds for homelessness and supportive services assistance under the HOME statute of Title II of NAHA (42 U.S.C. 12721 et seq.) and authorizes the Secretary of HUD to waive or specify alternative requirements for any provision of NAHA or regulation for the administration of the HOME-ARP program, except requirements related to fair housing, civil rights, nondiscrimination, labor standards, and the environment, upon a finding that the waiver or alternative requirement is necessary to expedite or facilitate the use of HOME-ARP funds. Pursuant to ARP, the per-unit cost limits (42 U.S.C. 12742(e)), commitment requirements (42 U.S.C. 12748(g)), matching requirements (42 U.S.C. 12750), and set-aside for housing developed, sponsored, or owned by community housing development organizations (CHDOs) (42 U.S.C. 12771) in NAHA do not apply to HOME-ARP funds.

**WHEREAS**, The Notice describes the requirements applicable to a participating jurisdiction's (PJ's) use of HOME-ARP funds. Consolidated plan requirements for

HOME are in title I of NAHA and 24 CFR part 91. HOME program regulations are in 24 CFR part 92. Except as described in ARP and the Notice, HOME statutory and regulatory provisions apply to a PJ's use of HOME-ARP funds. Sections I-IX of this Notice describe the HOME-ARP requirements imposed on a PJ for the use of HOME-ARP funds to assist the qualifying populations through HOME-ARP projects or activities. The Appendix describes the waivers and alternative requirements imposed on PJs for the use of HOME-ARP funds and is included in any reference to "the Notice." Specific citations in the Notice shall mean the statute or regulation cited, as may be revised by the Appendix to the Notice. PJs and insular areas must comply with all applicable statutory, regulatory, and alternative requirements, as described in the Notice, including the Appendix.

**WHEREAS**, the CITY desires to facilitate federal funding of housing for low- and moderate-income residents of the City of Johnstown; and

**WHEREAS**, the SUBRECIPIENT is eligible for an award of HOME-ARP funds and is qualified to provide Non-Congregate Shelter at 709 Franklin Street, Johnstown, PA, 15901;

**NOW, THEREFORE** in consideration of the mutual premises and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF SERVICES.** The CITY hereby awards HOME-ARP funds to the SUBRECIPIENT to develop a non-congregate shelter, and the SUBRECIPIENT agrees to develop the non-congregate shelter in accordance with the terms and conditions as set forth in **EXHIBIT A "HOME-ARP Non-Congregate Shelter Scope of Work."** Nothing contained in this Agreement is intended to, or shall be construed

in any manner, as creating or establishing an employer/employee relationship between both parties.

The CITY or the SUBRECIPIENT may, from time to time, request minor changes in the scope of services to be performed by the SUBRECIPIENT hereunder. Any minor scope of work changes require approval by the City's Director of Community and Economic Development and shall become effective upon a written amendment to this Agreement.

**2. TERM OF AGREEMENT.** This Agreement shall be effective as of the execution date listed above and shall terminate within fifteen (15) years from the date after the project received its Certificate of Occupancy, unless the term is extended by mutual written agreement of the parties as permitted hereunder. The City's Director of Community and Economic Development shall reserve the option to extend the term providing a written request from the SUBRECIPIENT is received thirty (30) days in advance of the expiration of this Agreement. The Term of this Agreement and the provisions herein may be extended to cover any additional time period required in order to complete the development of the HOME-ARP Non-Congregate Shelter which the SUBRECIPIENT remains in control of HOME-ARP or other HOME-ARP assets, including program income. Any such extension of the Term must be executed by written amendment to this Agreement.

**3. CONSTRUCTION PERIOD.** Construction shall commence with the issuance of the Notice to Proceed. The project must be completed within one year as set forth in **EXHIBIT B "HOME-ARP Non-Congregate Shelter Construction Completion Timeline"** unless a mutually agreed extension of the construction period

is executed by written amendment to this agreement.

**4. COMPENSATION.** As full compensation for the performance of said project development, the CITY shall pay the SUBRECIPIENT, and the SUBRECIPIENT shall accept a fee computed in accordance with the approved project budget, which is marked **EXHIBIT C "Non-Congregate Shelter Program Budget"** attached hereto and made part hereof. In no event shall the total fee payable to the SUBRECIPIENT under the terms of this Agreement exceed the sum of Three Hundred Seventy-Five, Eight Hundred Forty-Three Dollars and Fifty Cents **(\$375,843.50)**.

Payment of any compensation due hereunder shall be made upon satisfactory performance of the Non-Congregate Shelter development as determined by the CITY and after receipt and approval by the CITY of an invoice or invoices certified by an officer or officers of the SUBRECIPIENT, detailing work performed. Where applicable, the SUBRECIPIENT's invoices shall identify any required beneficiary reporting information. The SUBRECIPIENT shall submit all final invoices to the CITY by close of business on the Termination Date using the Invoice Form provided by the City. Any unused funds, as of the close of business on the Termination Date, shall be returned to, or be retained by, the CITY.

Drawdowns for the payment of eligible expenses shall be made against the project budget set forth in **EXHIBIT C** attached hereto. Where applicable, all drawdowns for administrative expenses must be accompanied by a Cost Allocation Plan as required by HOME-ARP Federal Regulations.

Budget line items cannot be altered unless a formal written request for modification with detailed justification for such a request is submitted to the CITY and approved in

writing by the City's Director of Community and Economic Development. Budget modification requests must be submitted at least thirty (30) days prior to the proposed effective date of the modification. A proposed revised line-item budget must be submitted as part of the budget modification request.

It is specifically understood and agreed by the parties hereto that no payment will be authorized or approved under this Agreement unless the SUBRECIPIENT has furnished to the CITY invoices and accompanying support documentation from the appropriate contractor/vendor with each request for payment. Where applicable, payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with applicable federal regulations. If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY.

In addition, the CITY may require a more detailed invoice breakdown. The SUBRECIPIENT shall provide such supplementary invoice information in a timely fashion in the form and content as prescribed by the CITY.

In the event the SUBRECIPIENT and/or the CITY anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner as prescribed in this Agreement, the CITY reserves the right to extract that portion to repurpose for other HOME-ARP projects/programs operated by the CITY. In such event, an amendment to this Agreement revising the amount of compensation will be executed accordingly. Notwithstanding the foregoing, to ensure all payments due hereunder can be made, no such repurposing of funds for other HOME-ARP

projects/programs shall occur until the SUBRECIPIENT has submitted all invoices for work completed under this Agreement or the term of this Agreement expires, whichever comes first.

**5. JOHNSTOWN THIRD CLASS CITY: LIABILITY OF THE CITY.**

This Agreement is subject to the provisions of Pennsylvania Third Class Cities, and the liability of the CITY hereunder is limited to the sum of Three Hundred Seventy-Five, Eight Hundred Forty-Three Dollars and Fifty Cents **(\$375,843.50)**. The CFDA number for this contract is 14.218.

**6. METHOD OF PAYMENT.** Payment of said fees shall be made upon satisfactory performance of said work as invoiced and after receipt and approval by the CITY of a statement certified by an officer or officers of the SUBRECIPIENT and documented invoices submitted in accordance with Section 3 ("**COMPENSATION**"), itemizing the charges thereof.

**7. PAYMENT OF TAXES AND SET-OFF.** The SUBRECIPIENT warrants that any and all taxes or municipal claims that may be payable to the City of Johnstown by the SUBRECIPIENT are current and not delinquent. Should the CITY determine there is an outstanding delinquency or if any taxes or municipal claims become delinquent and owing during the term of this contract or prior to final payment by the CITY, the SUBRECIPIENT hereby grants the CITY the right to offset that indebtedness against any amounts owed to the SUBRECIPIENT under the terms of this contract. The CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

**8. FEDERAL FUNDS.** The CITY shall incur no obligation or duty to make any disbursement whatsoever under this Agreement until, pursuant to Title I of the Housing and Community Development Act of 1974 as amended, federal funds are



received by the CITY for said disbursements.

**9. FEDERAL GRANT REQUIREMENTS.** The SUBRECIPIENT shall comply with all applicable provisions of the laws, regulations and Executive Orders cited, and agrees to be subject to all other applicable requirements and provisions set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or as otherwise may be amended.

**10. INDEMNITY.** The SUBRECIPIENT hereby agrees to indemnify, save and hold harmless, and defend the CITY, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by the SUBRECIPIENT of any services under this Agreement; any act, error or omission of the SUBRECIPIENT or of an agent, employee, licensee, contractor or subcontractor of the SUBRECIPIENT; and any breach by the SUBRECIPIENT of any of the terms conditions or provisions of this Agreement. It is the intent of the parties that this provision shall survive the expiration of the term of this Agreement.

**11. MONITORING AND EVALUATION.** All construction activity provided under this Agreement shall be subject to monitoring and evaluation by the CITY or its authorized representatives. The SUBRECIPIENT shall supply the CITY with written monthly reports on construction progress, in a form approved by the CITY. The SUBRECIPIENT shall provide the CITY with such additional information and data as may be required from time to time by federal or state authorities, or the CITY. Authorized representatives of the CITY shall have access to the books, records and

project site as maintained by the SUBRECIPIENT with respect to the project monitoring hereunder at all reasonable times and for all reasonable purposes, including, but not limited to, the inspection or copying of such books, records, any and all memoranda, checks, correspondence, documents or construction monitoring pertaining thereto. Such books and records shall be preserved by the SUBRECIPIENT for a period of five (5) years after the termination of this Agreement, unless a longer period is required under state or federal law or regulation. The retention period begins on the date of the submission of the CITY's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities under the Agreement are completed and reported on for the final time. The CITY will conduct site visits to the SUBRECIPIENT's office and development site during the term of this Agreement to determine work progress and monitoring by the CITY. Documentation of the SUBRECIPIENT's program participants' qualification with regard to HOME-ARP Qualifying Populations, and other program records must be retained for fifteen (15) years as the period of affordability after the Certificate of Occupancy was granted and expenditure of all funds from the grant under which the SUBRECIPIENT was provided.

In addition, any grantee or subgrantee of federal grant funds disbursed in conjunction with this Agreement, the federal grantor, and the Comptroller General of the United States, as well as any of their duly authorized representatives, shall have access to any books, documents, papers and records of the SUBRECIPIENT which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

The SUBRECIPIENT shall maintain all records required by the Federal regulations

specified in 2 CFR Part 200.333 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the of the HOME-ARP Program Qualifying Populations;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME-ARP assistance, including proof of insurance coverage and bonding as required by 2 CFR Part 200.310 and 200.325;
- e. Records documenting compliance with fair housing and equal opportunity components of the HOME-ARP program;
- f. Financial records as required by federal regulations including but not limited to 2 CFR Part 200.333; and
- g. Other records as necessary to document compliance with 2 CFR Part 200.333.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the fifteen-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the fifteen-year period, whichever occurs later.

To the extent permitted by law, the SUBRECIPIENT shall maintain client data demonstrating client eligibility for the HOME-ARP Non-Congregate Shelter Program.

Such data shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

The SUBRECIPIENT understands that client information collected under this contract is private and may not be used or disclosed. Such information where not directly connected with the administration of the CITY's or the SUBRECIPIENT's responsibilities with respect to assistance provided under this contract, except as may be required by applicable law including but not limited to the Freedom of Information Act, 5 U.S.C. §§500 *et seq.* and 2 CFR Part 200.333 - 200.337, or where written consent is obtained from such person receiving assistance and, in the case of a minor, that of a responsible parent/guardian maybe used.

The SUBRECIPIENT'S obligation to the CITY shall not end until all close-out requirements are completed. Activities during the close-out period shall include but are not limited to making final payments including payments to all contractors and vendors, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY, and determining the custodianship of records). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over HOME-ARP Funds, including program income.

Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future

payments or repayment of funds. The SUBRECIPIENT hereby agrees that upon request it may be subject to an audit conducted in accordance with current CITY policy concerning audits and 2 CFR Part 200.0 through 200.521. The City of Johnstown Department of Community and Economic Development also reserves the right to collect copies of all contractor/vendor agreements used by the SUBRECIPIENT with funds provided hereunder.

**12. INSURANCE:** The SUBRECIPIENT shall maintain insurance in the type and amount specified in this Section and shall include the CITY as an additional insured on such policy or policies. Attached hereto as **EXHIBIT D "Certificate of Insurance"** and incorporated herein is an Acord Certificate Liability Insurance duly executed by the offices or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverage(s) and specifically identifying the CITY as an additional insured, which shall be non-cancellable, except upon thirty (30) days prior written notice to the CITY:

	<u>Individual Occurrence</u>	<u>Aggregate</u>
General Liability	\$500,000	\$1,000,000
Workers Compensation	Statutory Minimums	
Flood Insurance	Statutory Minimums	

All premiums shall be at the expense of the SUBRECIPIENT. All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall occur later, the SUBRECIPIENT shall promptly renew said insurance in a timely manner and

shall cause a Certificate of Liability Insurance evidencing such renewal, and also identifying the CITY as an additional insured, to be forwarded to the City's Director of Community and Economic Development within 10 calendar days of renewal.

**13. WORKERS' COMPENSATION.** The SUBRECIPIENT hereby certifies that it and all project contractors and vendors have accepted the provisions of the Pennsylvania Workers' Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of said Acts or has completed a form requesting waiver of workers' and unemployment compensation insurance coverage, attached hereto as **EXHIBIT D** and incorporated herein.

**14. PROGRAM INCOME.** The SUBRECIPIENT shall report all program income (as defined at 2 CFR Part 200.80) generated by activities carried out with HOME-ARP Funds made available under this Agreement on a monthly basis. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 2 CFR Part 200.307 (e). By way of further limitations, the SUBRECIPIENT may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

Any and all income generated by the use of funds provided by the CITY to the SUBRECIPIENT hereunder shall be used by the SUBRECIPIENT for HOME-ARP

eligible activities, and all provisions of this Agreement shall apply to such activities. When so requested, the SUBRECIPIENT shall make available for inspection by the CITY any and all records, papers, and documents reflecting the receipt and disposition of program income and shall report on their activities in their regular reports. At the time of the expiration of this Agreement, if program income has or will continue to be generated, discussions will be held concerning the disposition of that program income.

**15. PROHIBITION OF LOBBYING.** The SUBRECIPIENT hereby certifies that:

No federal appropriated funds have been paid, or will be paid, by the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of the City, 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 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. 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.

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 the

City, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and the SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts will be made available to the CITY for review. The SUBRECIPIENT hereby agrees that all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) under this Agreement shall include the following certification:

"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.C. 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."

**16. COMPLIANCE WITH LAWS.** The SUBRECIPIENT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the work done under this Agreement. In particular, the SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 92 (the U.S. Housing and Urban Development regulations concerning the HOME Investment Partnership Program - American Rescue Program Funds (HOME-ARP) including subpart K of these regulations, as may be amended, except that (1) the SUBRECIPIENT does not assume the recipient's environmental responsibilities described in National



Environmental Policy Act (NEPA) and (2) the SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of the NEPA Act. The SUBRECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, including all applicable requirements and provisions set forth in 2 CFR 200.0 through 200.521, which is incorporated by reference only. By signing this Agreement, the SUBRECIPIENT acknowledges that it has read and understood the requirements outlined in the "Playing by the Rules: A Handbook for HOME-ARP Subrecipient", a copy of which is attached incorporated by reference only.

**17. WORKING WITH CHILDREN.** The SUBRECIPIENT shall maintain the appropriate hiring and screening procedures for any employees, agents, representatives, subcontractors, or volunteers who will be having direct contact with minors (i.e. persons under the age of 18) in connection with the activities and services required by this Agreement. The SUBRECIPIENT agrees to ensure that any of its employees, agents, representatives, subcontractors and/or volunteers providing services and/or having direct contact with minors pursuant to this Agreement shall obtain all clearances as required by Pennsylvania law (i.e. Child Abuse History Clearance, Pennsylvania Criminal History Check, Federal Criminal Background Check) prior to their providing any such services as authorized hereunder.

**18. PROHIBITION ON POLITICAL ACTIVITY.** The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of The Hatch Act, Chapter 15 of Title V of the U.S.C.

**19. CONFLICT OF INTEREST.** The SUBRECIPIENT agrees to abide by the provisions of 2 CFR Part 200.112 which includes (but are not limited to) the following:

- a. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, is involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-ARP-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-ARP-assisted activity, or with respect to the proceeds from the HOME-ARP-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, SUBRECIPIENT, or any designated public SUBRECIPIENT.

**20. COPYRIGHT.** If this Agreement results in any copyrightable material or

inventions, the CITY reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

**21. PROCUREMENT.** In accordance with applicable Federal regulations including but not limited to 2 CFR 200.317 - 200.326, the SUBRECIPIENT shall comply with current CITY procurement rules and policies concerning the purchase of equipment and/or services and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Except as may be required by applicable federal regulations including but not limited to 2 CFR 200.317 - 200.326, the SUBRECIPIENT shall procure all materials, property, or services in accordance with said CITY procurement rules and policies.

**22. LABOR STANDARDS.** The SUBRECIPIENT and its subcontractors agree to comply with applicable requirements of the Secretary of the U.S. Department of Labor in accordance with the Davis-Bacon and Related Acts (DBRA) as amended and applicable, the provisions of Contract Work Hours and Safety Standards Act (CWHSSA) (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement including PA Prevailing Wage should the project not be covered by DBRA. This project does not require DBRA, however, PA Prevailing Wage does apply. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with wage and hour requirements of

this part. Such documentation shall be made available to the CITY for review upon request.

**23. ASSIGNMENT.** The SUBRECIPIENT shall not assign this Agreement or any right to monies to be paid hereunder without the written consent of the CITY; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

**24. SUBCONTRACTING.** None of the work or services covered by this agreement shall be contracted without the prior review and written approval of the CITY. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts will be made available for the CITY to review.

**25. SECTION 3.** Compliance with the provisions of Section 3, provision of the HUD Act of 1968 (U.S.C. 1701u), and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any sub-Subrecipients, their successors and assigns to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other agreement exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD 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. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income resident within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal obligation exists which would prevent compliance with these requirements.

**26. ANTI-DISCRIMINATION.** The SUBRECIPIENT agrees to comply with applicable local and state civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11063. The SUBRECIPIENT shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job-related handicap, language proficiency or sexual orientation.

The SUBRECIPIENT shall comply with the applicable provisions of the City of Johnstown Codes, related to - Discrimination, and any amendments thereto. The SUBRECIPIENT shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. The SUBRECIPIENT shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section. The SUBRECIPIENT shall ensure that meaningful access to its programs and activities covered by this Agreement are available to 'Limited English Proficiency ("LEP") persons in accordance with Title VI of the Civil Rights Act of 1964.

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-

discrimination provisions in Section 109 of the Housing and County Development Act (HCDA) are still applicable. The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

The SUBRECIPIENT will make its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. §632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. The SUBRECIPIENT will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

**27. INTERRUPTION – POSTPONEMENT - ABANDONMENT.** In the event the

work herein contemplated, or any part thereof, shall be interrupted, postponed, or abandoned due to circumstances which the CITY considers to be to its best interests, the SUBRECIPIENT shall not be entitled to any further payment for such work or part hereof beyond and in excess of the amount due at that time, in accordance with Paragraph 5 hereof; and final payment shall be based on the actual time spent to such date.

**28. INTERPRETATION.** In the event of any dispute as to the interpretation of the terms of this Agreement, the decision of the City's Director of Community and Economic Development shall be final.

**29. SUSPENSION/TERMINATION.** The CITY may terminate this Agreement at any time, without cause or liability, by giving the SUBRECIPIENT thirty (30) days advance written notice of this intention to terminate. In accordance with applicable regulations, the CITY may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.



In accordance with Appendix II to 2 CFR Part 200, this Agreement may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety in accordance with 2 CFR 200.339. Notwithstanding the foregoing, in the event of early termination and in accordance with 2 CFR Part 200.342, the SUBRECIPIENT may only be compensated for work satisfactorily performed up until the time the CITY's termination notice as set forth in Section 3 hereof and for any permissible costs from obligations properly incurred by SUBRECIPIENT before the effective date of termination.

In the event of suspension or termination resulting from ineffective or improper use of funds as set forth herein and to the extent permitted by law, the SUBRECIPIENT shall reimburse the CITY for the full amount of such funds which may then be repurposed for other HOME-ARP projects/programs operated by the CITY. It is the intent of the parties that this provision shall survive the expiration of the term of this Agreement.

**30. AMENDMENT.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto. This agreement may not be changed, modified, discharged, or extended except by written amendment, duly executed by the parties. The CITY may,

in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the CITY and the SUBRECIPIENT.

**31. DEBARMENT.** The SUBRECIPIENT warrants that it is not prohibited from entering into this Agreement with the CITY by reason of disqualification under the City of Johnstown Code. Evidence of a fully activated Unique Entity Identifier (UEI) number must be provided to certify compliance with this Section is attached hereto as **EXHIBIT E "Certificate of Debarment"** and incorporated into and made a part of this Agreement.

**32. SAM.GOV REGISTRATION.** The SUBRECIPIENT must have an active registration on SAM.gov as of the effective date of this Agreement and must maintain an active registration status on SAM.gov throughout the term of this Agreement.

**33. ACKNOWLEDGEMENTS.** All promotional flyers, news releases, advertisements, brochures, posters, letters, printed materials and electronic media, radio and television broadcasts associated with these activities shall include the following acknowledgment prominently displayed with other credits, "This is being financed in part with a grant from the City of Johnstown through the HOME Investment Partnership Program - American Rescue Program Funds (HOME-ARP), Sylvia King, Mayor."

**34. HOME-CHURCH STATE GUIDANCE.** *(Applicable only in contracts with*

*religious organizations*). The SUBRECIPIENT represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization. The SUBRECIPIENT agrees that, in connection with its scope of services:

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- b. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- c. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the execution of the activity;
- d. The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations; and
- e. The funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Provider and in which the public services are to be provided: provided that, minor repairs may be made if such repairs (1) are directly related to the public services (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute in dollar terms only a minor portion of the HOME-ARP

expenditure for the public services.

**35. REVERSION OF ASSETS:** The use and disposition of real property and equipment under this Agreement shall be in compliance with the federal requirements of 2 CFR 2 Part 200.307(d), as applicable. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to the CITY any HOME-ARP funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME-ARP funds. Such transfer shall occur within thirty (30) days of the Agreement's expiration. The SUBRECIPIENT shall provide a check made payable to "City of Johnstown" to the Department of Economic Development.

At the expiration of this Agreement, pursuant to 2 CFR 2 Part 200.311 any real property in the SUBRECIPIENT'S control that was acquired or improved in whole or part with CITY HOME-ARP funds in excess of \$25,000.00 must either:

- a. Be used to meet one of the national objectives listed in 24 CFR 570.208 until five (5) years after the expiration of this agreement, or for such longer period of time determined to be appropriate by the CITY; or
- b. If not used in accordance with paragraph (i), The SUBRECIPIENT shall pay the CITY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-HOME-ARP funds for the acquisition of, or improvement to, the property. Such transfer shall occur within thirty (30) days of expiration. The SUBRECIPIENT shall provide a check made payable to "City of Johnstown" to the Department of Economic Development. SUBRECIPIENT may otherwise retain real property acquired or improved under this Agreement after the expiration of the fifteen-year period or such longer period of time as the CITY deems

appropriate.

In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement and subsequently sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this Agreement shall be (a) transferred to the CITY for the HOME-ARP program or (b) retained after compensating the CITY an amount equal to the current fair market value of said equipment less the percentage of non-HOME-ARP funds used to acquire the equipment.

**36. SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**37. WAIVER.** The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**38. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this Agreement.

**39. NOTICES.** Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent

by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following party representatives:

**CITY:**

John Rutledge, Director  
City of Johnstown, Department of Community  
and Economic Development  
401 Main Street  
Johnstown, PA 15901  
(814) 539-2504 ext. 110  
[jrutledge@johnstownpa.gov](mailto:jrutledge@johnstownpa.gov)

**SUBRECIPIENT:**

Roxann Tyger, Executive Director  
Women's Help Center dba Community  
Help Center  
809 Napoleon Street  
Johnstown, PA 15901  
(814) 539-3117  
[rtvger@womenshelpcenter.org](mailto:rtvger@womenshelpcenter.org)  
Unique Entity ID (UEI): DNPUQHL16UX3  
Federal Tax I.D. Number (FEIN): 25-1475092

**40. LEASE AGREEMENT.** The lease agreement sets the terms of the rental arrangement between the landlord and tenant. The term of the lease must be for a period of fifteen (15) years after the Certificate of Occupancy is issued. Should the lease be ended before the fifteen-year (15) period has expired all HOME-ARP funds must be repaid by the SUBRECIPIENT to the CITY. The lease to be used for the HOME-ARP Program must be reviewed by the staff of the City's Community and Economic Development Department. This review will include compliance with Pennsylvania state law and contain language in compliance with the Violence Against Women Act as it related to housing of Victims of Domestic Violence (VAWA). The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating

violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. The agreement sets forth all on the owner to meet the VAWA requirements under 24 CFR 92.359, including the owner's notice obligations and owner obligations under the emergency transfer plan.

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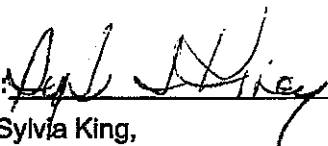
**AUTHORIZING RESOLUTION.** This Agreement is entered into by the City of Johnstown pursuant to Resolution 10749 effective 1/14/2026

IN WITNESS WHEREOF, the parties have duly executed this Subrecipient Agreement the day and year first above written.

**CITY OF JOHNSTOWN, PENNSYLVANIA**

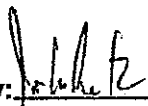
**ATTEST:**

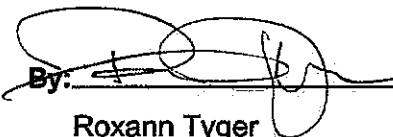
By:   
Arturo Martynuska,  
City Manager

By:   
Sylvia King,  
Mayor

**WOMEN'S HELP CENTER, INC.  
DBA COMMUNITY HELP CENTER**

**ATTEST:**

By:  DIED Director  
Name & Title

By:   
Roxann Tyger  
Executive Director



**EXHIBIT A**

**HOME-ARP NON-CONGREGATE SHELTER SCOPE OF WORK**

## **COMMUNITY HELP CENTER**

### **PROPOSED SCOPE OF WORK**

**Site Location:** 709 Franklin Street, Johnstown PA 15901

**Site Contact:** Roxann Tyger, Women's Help Center

**Architect:** Upstreet Architects

**General Contractor:** TBD

The following preliminary scope of work outlines the renovation to be completed at the site location. The work will involve the remodeling/rehabilitation of the site location to create temporary living spaces, laundry rooms, conference/meeting rooms, and staff offices.

#### **Work to be completed:**

- Site engineering and the development of building plans for the reconfigured space
- Obtaining necessary building permits
- Removal of non-weight bearing walls, flooring, and other debris
- Electrical work to include installation of new wiring, lighting, and outlets throughout
- Plumbing for new bathrooms, including installation of showers, tubs, toilets, and sinks, along with kitchen plumbing.
- Masonry floor repair
- Running HVAC ductwork
- Construction of interior walls, including drywall finishing and painting
- Installation of dropped ceilings
- Flooring installation
- Installation of kitchen cabinetry and appliances
- Installation of windows for bedrooms
- Installation or repair of interior and exterior doors
- Security and fire detection installation
- Repair of the exterior stucco on the building

The construction phase of the project is expected to take 15 months.

**EXHIBIT B**

**HOME-ARP NON-CONGREGATE SHELTER  
CONSTRUCTION COMPLETION TIMELINE**

**COMMUNITY HELP CENTER**  
**PROPOSED CONSTRUCTION SCHEDULE**

<b>Task</b>	<b>Time to Complete</b>
Engineering and plans	Months 1-6
Fees and permits	Month 4-6
Demolition	Months 6-7
Carpentry	Month 8-9
Drywall	Months 9-10
Electrical	Months 7-8
Electrical trim	Month 9
Plumbing rough	Months 7-8
Masonry floor repair	Month 8
Plumbing trim	Month 9
HVAC work	Months 7-8
Painting	Month 8-9
Flooring	Month 9-10
Dropped ceilings	Month 11
Furniture	Month 14-15
Kitchen and bathroom cabinet installation	Month 12-14
Appliance installations	Month 15
Window installations	Months 9-10
Interior doors	Month 9
Exterior doors	Months 12-13
Exterior stucco repair	Months 13-14
Security and fire	Months 9-10
Project management	Months 1-15
<b>Total project duration</b>	<b>60 weeks of construction</b>

**EXHIBIT C**

**HOME-ARP NON-CONGREGATE SHELTER PROJECT BUDGET**

**Women's Help Center, Inc.**  
**Non-Congregate Shelter**  
**Rehabilitation Budget**  
*Updated 8/27/2025*

<u>Description of Work</u>	<u>Project Cost</u>
Sitework/Demo	\$ 202,014.75
Concrete	\$ 33,743.41
Metals	\$ 4,497.73
Rough Carpentry	\$ 69,154.56
Storefront Doors/Windows	\$ 224,886.74
Insulation/EIFS	\$ 84,181.41
Roofing & Sheet Metal	\$ 33,733.01
Finish Carpentry	\$ 11,781.82
Cabinets, Vanities & Countertops	\$ 40,286.21
Interior Doors and Frames	\$ 173,124.56
Drywall	\$ 538,477.94
Acoustical Ceilings	\$ 138,243.49
Resilient Floor	\$ 196,775.90
Painting	\$ 157,357.75
Specialties	\$ 29,357.40
Appliances	\$ 12,117.00
Furnishings	\$ 7,308.00
Elevators	\$ 5,000.00
Plumbing	\$ 393,551.80
HVAC	\$ 327,330.11
Fire Protection/Ceilings	\$ 73,146.18
Electrical	\$ 272,708.43
<b>Total Construction Cost</b>	<b>\$ 3,028,778.20</b>
<b>Builders Overhead/Profit</b>	<b>\$ 222,410.00</b>
<b>General Requirements</b>	<b>\$ 84,562.80</b>
<b>Bond Premium</b>	<b>\$ 35,071.00</b>
<b>Permits</b>	<b>\$ 70,178.00</b>
<b>Contingency</b>	<b>\$ 151,439.00</b>
<b>Architect's Fees</b>	<b>\$ 241,426.00</b>
<b>Civil Engineer Fees</b>	<b>\$ 15,000.00</b>
<b>Surveys</b>	<b>\$ 6,000.00</b>
<b>Environmental Review</b>	<b>\$ 5,500.00</b>
<b>Municipal Approval Fees</b>	<b>\$ 2,500.00</b>
<b>Builders Risk Insurance</b>	<b>\$ 30,000.00</b>
<b>Building</b>	<b>\$ 375,778.42</b>
<b>Building Equipment and Furniture</b>	<b>\$ 140,000.00</b>
<b>Total Project Costs</b>	<b>\$ 4,408,643.42</b>

**EXHIBIT D**

**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2025

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

<b>PRODUCER</b> Evergreen Insurance 416 South Center St, Ste 2 & 3 P.O. Box 505 Ebensburg PA 15931		<b>CONTACT NAME:</b> Kimberly Hartline <b>PHONE (A/C, No, Ext):</b> (814) 472-7961 <b>FAX (A/C, No):</b> (814) 472-7020 <b>E-MAIL ADDRESS:</b> khartline@evergreeninsurance.net <b>PRODUCER CUSTOMER ID:</b> 00018458	
<b>INSURED</b> Women's Help Center Inc 809 Napoleon Street Johnstown PA 15901		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ohio Casualty Group <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 24074	

## COVERAGES

CERTIFICATE NUMBER: 25/26 BR

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input type="checkbox"/> PROPERTY				<input type="checkbox"/> BUILDING	\$
	<input type="checkbox"/> CAUSES OF LOSS				<input type="checkbox"/> PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC				<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				<input type="checkbox"/> EXTRA EXPENSE	\$
	<input type="checkbox"/> SPECIAL				<input type="checkbox"/> RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> WIND				<input type="checkbox"/> BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD				<input type="checkbox"/> BLANKET BLDG & PP	\$
						\$
						\$
A	<input checked="" type="checkbox"/> INLAND MARINE	TYPE OF POLICY	12/12/2025	12/12/2026	<input checked="" type="checkbox"/> Total Limit	\$ 4,775,000
	<input type="checkbox"/> CAUSES OF LOSS	Installation/Builder Risk			<input checked="" type="checkbox"/> Existing Bldg Limit	\$ 375,000
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER			<input checked="" type="checkbox"/> Renovation Limit	\$ 4,400,000
		69995094			<input checked="" type="checkbox"/> Deductible	\$ 2,500
	<input type="checkbox"/> CRIME					\$
	TYPE OF POLICY					\$
						\$
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 709 Franklin St, Johnstown, PA 15901

## CERTIFICATE HOLDER

## CANCELLATION

City Hall of Johnstown 401 Main St  Johnstown PA 15901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Kimberly Hartline
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## ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
1	Loc#:00001/Bldg#:00001,709 Franklin Street,Johnstown,PA,15901			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

## **EXHIBIT E**

### **Certificate of Debarment**

EXHIBIT E

CERTIFICATION OF DEBARMENT

I, ROXANN TYGER, the undersigned and duly authorized representative, hereby certify that to the best of my actual knowledge, information or belief, neither WOMEN'S HELP CENTER, INC. nor any affiliated individual is prohibited from entering a bid or participating in a City of Johnstown contract by reason of disqualification as set forth in Johnstown Code §161.22(b). and as verified per the attached Unique Entity Identified (UEI) registration.

  
Signature

EXECUTIVE DIRECTOR  
Title

01/16/2026

Date