

# **CONSULTING SERVICES AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Northeast and Bucks Company T/A Mullin & Lonergan Associates, Inc., (hereinafter "Consultant") and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services.

## **1. Consulting Services**

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant may provide the Services described in the SOW by using Consultant personnel or selected independent contractors ("Contractors"). Consultant agrees to provide the items described in the SOW ("Deliverables").

## **2. Term and Termination**

2.1 This Agreement will have an initial term of one year, or the length of the engagement, if longer than one year, and will renew automatically for successive one-year periods unless either party gives prior notice of termination.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

### **3. Payment and Taxes**

3.1 County agrees to pay Consultant the fees for the Services set forth in the SOW. The Services will be charged to County on a Time and Material basis not including travel or other reimbursable expenses. County shall reimburse Consultant the not to exceed amount of Reimbursable Expenses set forth in the SOW (if any) provided such expenses are actually incurred by Consultant in the performance of this Agreement and provided such expenses are in strict compliance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](https://www.wilco.org/WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf). Invoices requesting reimbursement for authorized Reimbursable Expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses incurred by Consultant, without markup.

3.2 Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.3 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

### **4. Ownership and License**

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant, if any, in the performance of Services, and any extensions to Consultant IP developed in conjunction with the SOW. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid-up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

## **5. Confidential Information**

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

## **6. Relationship between the Parties**

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

## **7. Warranties**

7.1 Consultant warrants that the Services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Section 1.

7.2 Consultant agrees to fully cooperate with the County throughout the implementation of the Services provided, and thereafter, to assist in the determination of the cause and resolution of any issues related to the Services as implemented. In the event an issue with the Services arises and

the cause of the issue is determined to be inadequate work, errors, or omissions in the Services provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the Services provided by Consultant exist.

## 8. Indemnification and Insurance

### 8.1 INDEMNIFICATION.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONSULTANT SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONSULTANT, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES HEREUNDER. TO THE EXTENT ALLOWED BY LAW, CONSULTANT HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONSULTANT OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.2 Insurance: Consultant shall provide and maintain, until the Services covered in this Agreement is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Consultant, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Agreement, Consultant shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

## 9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

## 10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice (“Change Requests”). The nature of these changes include, but are not limited to, additions to or deletions from any Services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Any changes to the terms of this Agreement shall be reduced to a written amendment and executed by both parties prior to such changes becoming effective; and

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any amendment relating to a Change Request, the terms and conditions of this Agreement shall control.

## **11. Dispute Resolution/Mediation**

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

## **12. General**

12.1 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

12.2 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to

perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.3 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

12.4 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

12.5 No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

12.6 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

12.7 County's Right to Audit. Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.

12.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

12.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

12.10 No Agency Relationship & Indemnification. It is understood and agreed that Consultant shall not in any sense be considered a partner or joint venturer with the County, nor shall Consultant hold itself out as an agent or official representative of the County. Consultant shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Consultant or failure to act relating to the Services being provided.

12.11 Foreign Terrorist Organizations. Consultant represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

12.12 Media Releases. Consultant shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

12.13 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

12.14 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

IF AGREEMENT IS PART OF A SOLICITATION PROCESS, USE THE FOLLOWING PROVISION IN PLACE OF ABOVE PROVISION:

12.14 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise of all the documents that are relevant to the Services (the "Contract Documents"):



1. This Agreement;
2. Addenda issued prior to the Effective Date of this Agreement;
3. Consultant's Proposal submitted in response to Williamson County RFP #24RFP18 ("Consultant's Proposal");
4. The Request for Proposal documents defined in Williamson County RFP #24RFP18 ("RFP"); and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement;
2. Addenda issued prior to the Effective Date of this Agreement;
3. The RFP;
4. The Consultant's Proposal; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

**Mullin & Lonergan Associates, Inc.**

BY: William Wasielewski

NAME: William P. Wasielewski

TITLE: President

DATE: February 1, 2024

**WILLIAMSON COUNTY, TEXAS**

BY: Bill Gravel  
Bill Gravel (Feb 14, 2024 09:25 CST)

TITLE: As Presiding Officer of the

Williamson County Commissioners Court

DATE: Feb 14, 2024 \_\_\_\_\_, 20\_\_\_\_

## **EXHIBIT A**

### **STATEMENT OF WORK**

The following describes the Services that shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

#### **Scope of Services:**

Consultant shall assist County with the preparation of the FY 2024-2028 Consolidated Plan and 2024 Annual Action Plan for submission to HUD. The Consolidated Plan shall be prepared in a manner that incorporates HUD's eCon Planning Suite in IDIS. In preparing this document, Consultant shall use Part 91, Subpart C regulatory requirements; the latest version of the *Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER*; Consultant's general background and experience in preparing Consolidated Plans using eCon Planning Suite; and the County's planning procedures that have worked well in the past. Consultant's Work Plan shall include providing technical assistance to the County to review and revise its local CDBG Program application process. Based on Consultant's experience with other clients, Consultant shall advise on ways to streamline the process, update the application forms, and utilize technology in the application and scoring process. Consultant shall be prepared to adjust said Work Plan based on the input of the County. Consultant's tasks shall include but are not limited to initial project planning, community outreach initiatives, community outreach tools, needs assessment (NA 05-50), market analysis (MA 05-50), strategic plan (SP 05-80), complete consolidated plan document, annual action plan (AP 15-90), revisions to annual action plan, public comment period and public hearing, submission to HUD and deliverables, and technical support during HUD's review.

#### **Time for Performance:**

The Services to be performed under this SOW shall be completed according to the following project schedule and work plan.

<b>2024 Project Schedule</b>	
Jan/Feb	Kick-off call for Initial Project Planning
	Schedule stakeholder consultations and public meetings in January; prepare all outreach materials
	TA for Application Process & Evaluation
	Obtain IDIS access
	Begin NA and MA sections in CP
March/April	Conduct stakeholder consultations, public meetings
	Deliverable #1 (Summary of stakeholder consultations)
	Deliverable #2 (Proposed Recommendation for Application Review & Eval.)
	Complete NA and MA sections by July 31
	Web-Based Survey

	Deliverable #3 (Draft NA and MA sections) provided
April/May	Deliverable #4 (Strategic Plan) provided
	Deliverable #5 (Consolidated Plan) provided
	Draft AAP
	Deliverable #6 (AAP) provided for review
June	Make all revisions to CP and AAP
	Display-ready versions of CP and AAP provided no later than June 20
July	Begin 30-day public display and comment period
	Presentation to County Commission
	Public Hearing(s)
August	Final Presentation to County Commission (late July early August)
	Submission of Consolidated Plan and Annual Plan to HUD on or before August 15, 2024 (Deliverable #7)

## 2024 Work Plan

### **Task 1. Initial Project Planning**

#### **Task 1A. Initial Meeting with Staff**

Within two weeks upon receipt of a signed contract and/or a notice to proceed, Consultant shall schedule a project kick-off conference call with staff to finalize the outreach initiatives and tools to be undertaken for this process, and based on Consultant's proposal, Consultant shall discuss the identification of community stakeholders to be invited to participate, identify local community organizations, boards and commissions to permit Consultant to make a brief presentation at one of their regular meetings in the spring of 2024. Consultant shall finalize the Project Schedule and determine a schedule with staff for bi-weekly conference calls to stay on track in meeting critical deadlines throughout this process.

#### **Obtaining IDIS Access**

Consultant shall complete and submit the IDIS Online Access Request Form to the County. **Task**

#### **1B. Review of HUD-approved Citizen Participation Plan**

Consultant shall review the Citizen Participation Plan that Consultant shall develop in accordance with 24 CFR Part 105 required with each Consolidated Plan cycle. Consultant shall recommend revisions, as necessary, and Consultant shall place the amended version on public display with the Consolidated Plan and submit to HUD for review.

#### **Task 1C. Identification of Stakeholders**

Consultant shall work with staff to refine a comprehensive list of stakeholders whose input Consultant shall seek during the preparation of the Consolidated Plan. Consultant shall

recommend improvements to the County's current process as requested in the RFP. Consultant's comprehensive list of stakeholders shall be as follows: The local Housing Authority(s); County Department directors from Planning, Public Works, Parks & Recreation, Emergency Management, etc.; Affordable housing providers, including CHDOs; Health and child welfare agencies concerning lead-based paint hazards; Public and private agencies that address housing, health, social services, victim services, employment, and education needs of low-income, homeless, and special needs populations; Social service providers including those focusing on services to minorities, families with children, the elderly, persons with disabilities, persons with HIV/AIDS and their families, homeless persons, and other protected classes; The local CoC; Neighborhood and community-based organizations; Local government agencies involved in metropolitan-wide planning; responsibilities that extend beyond a single jurisdiction (e.g., Transit, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies); Workforce development entities, including local school districts, technical and community colleges; Broadband internet service providers and organizations engaged in narrowing the digital divide; Advocacy organizations for persons with limited English proficiency, immigrants, and refugees; Faith-based organizations; and Other entities identified by staff as appropriate for interviewing.

## **Task 2. Community Outreach Initiatives**

### **Develop a FAQ Sheet**

Consultant shall create a FAQ Sheet for distribution throughout the planning process. The FAQ shall be a two-sided, one-page sheet and include a basic series of questions and answers. The FAQ Sheet shall be colorful, utilize graphics, and be made available in English and Spanish.

### **Task 2A. Conduct Up to Six In-person/Virtual Stakeholder Consultations**

Consultant shall conduct up to six (6) in-person/virtual Stakeholder Consultations to engage local stakeholders. Consultant shall schedule each workshop for 90 minutes. Consultant shall format each workshop to include a list of relevant topics for discussion followed by a structured opportunity for participants to offer their comments. Consultant shall invite stakeholders to attend any one of the meetings, which Consultant shall schedule on different days and at different times for the convenience of participants. Possible topics Consultant shall include are: Affordable Housing (rural environment, barriers, opportunities, etc.); Enhancing Access to Community Assets for LMI Households; (employment, transit, child care, substance abuse recovery, job training, etc.); Workforce Development (job training, education, economic development, etc.); Healthy Housing & Safe Neighborhoods (infant mortality, food security, access to health care, crime-free communities, etc.); Housing the Homeless & Near-Homeless (challenges, needs, innovative initiatives, etc.); and Housing for Special Needs Populations (people with disabilities, elderly, persons in recovery, etc.).

Consultant shall consult with the CDBG Coordinator to identify which of these topics (or others that cover more appropriate and relevant local topics) to include. Consultant shall utilize a List of Questions in each workshop to stimulate discussion. Consultant shall provide a flyer of the dates, time, locations and topics for the series of workshops for distribution. Consultant shall invite Stakeholders to attend any one or more of the topical workshops of their choosing.

### **Design and Implement a Web-based Survey**

Consultant shall provide a draft survey instrument appropriate for identifying affordable housing and community development needs. Consultant shall design the web-based survey to accommodate responses from community leaders, social service assistance organizations, and the general public. Consultant's survey shall be a single logic survey, in both English and Spanish, and shall be hosted by Survey Monkey. Consultant shall make said survey available online. Consultant shall also make paper copies available at all stakeholder workshops and public meetings conducted as part of this process.

### **Task 2B. Conduct up to Four (4) Hybrid Public Meetings (Consolidated Plan Public Needs Meetings)**

Consultant shall conduct up to four (4) hybrid (virtual and in-person) Public Meetings—two shall be needs meeting at the beginning of the planning process and at a location to be determined by the County, and two shall occur when the Consolidated Plan and Annual Action Plan is on public display. Consultant shall actively engage participants in a discussion focused on affordable housing, fair housing and community development needs at each meeting. Consultant shall utilize a PowerPoint presentation to achieve this goal and include the required information found at 24 CFR 91.105(b) for each meeting.

### **Task 2C. Assist with Facilitating the Public Hearings / Meetings**

Consultant shall assist in preparing materials (i.e., agenda, handout, presentation) for County staff to use at local meetings. For the remaining required public meetings and hearings, Consultant shall participate and/or facilitate remotely and present the same summary. Consultant shall finalize the details of these presentations.

## **Task 3. Community Outreach Tools**

### **Task 3A. Design and Implement a Bilingual Web-based Survey**

Consultant shall provide to staff for review, a draft multi-lingual survey instrument appropriate for identifying affordable housing, and community development needs. Consultant's survey shall pose a series of questions to (1) identify if respondents have encountered discrimination in their search for, or attempts to maintain, housing and (2) rank a series of housing and community development needs as high, medium or low priority. Consultant shall host the survey using Survey Monkey. Consultant shall launch the survey before outreach initiatives are underway in order to maximize marketing efforts. Consultant shall ensure that the surveys are tabulated and analyzed for incorporation into the Consolidated Plan and Annual Action Plan documents. For this task, Consultant shall provide a Spanish translation. Translation into any other languages would need to be provided by the County, including the cost.

### **Task 3B. Develop a Bilingual FAQ Sheet**

Consultant shall create a multi-lingual FAQ Sheet for distribution throughout the planning process for the Consolidated Plan and the Annual Action Plan. Consultant shall ensure the two-sided, one-page sheets include a basic series of questions and answers such as (*What is the Consolidated Plan? How does this impact my community? How can I get involved?*) and the finalized schedule of workshops and meetings. Consultant shall make the FAQ Sheet available to staff for posting online and distribution throughout the County. Consultant shall provide a Spanish translation. Translation into any other languages would need to be provided by the County, including the cost.

*Deliverable #1: Consultant shall Summarize Stakeholder Consultations (two weeks after completion of meetings)*

### **Task 3C. Technical Assistance for Local Application Process Review**

Upon contract execution, Consultant shall review the current process and discuss with the CDBG Coordinator the issues that are driving the desire to review the current process. From there, Consultant shall draft a proposed plan for modifications to the overall process to better address the needs and concerns of the County.

*Deliverable #2: Consultant shall review Proposed Revisions to the Local Application Process*

#### **Task 3D. Technical Assistance for Institutional Modifications**

Consultant shall review the County's current institutional processes and provide recommendations related to the evaluation of project eligibility, financial feasibility, environmental impact, and organizational capacity to meet local demand and stratify national objectives.

#### **Task 4. Needs Assessment (NA 05-50)**

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

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

**Public Housing Residents:** Consultant's needs assessment shall include the needs of current local public housing and Housing Choice Voucher households, as well as families on the waiting lists for public housing and Section 8 vouchers.

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

**Non-Homeless Special Needs:** Consultant's needs assessment shall include the level of housing need for persons who are not homeless but require supportive housing, including the elderly, frail elderly, persons with disabilities, persons with substance addiction, persons with HIV/AIDS and their families, public housing residents, and other categories that may be appropriate.

**Non-Housing Community Development Needs:** Consultant's needs assessment shall include the concise summary of the County's priority non-housing community development needs, including public facilities, public improvements, public services and other eligible uses of CDBG funding.

#### **Task 5. Market Analysis (MA 05-50)**

**General Characteristics:** Consultant's market analysis shall include the significant characteristics of the local housing market, including such aspects as the supply, demand, condition and cost of housing, including lead-based paint hazards, including identification of any areas of concentration of minority persons and LMI residents in the County.

**Lead-Based Paint Hazards:** Consultant's market analysis shall include the estimate the number of housing units that may potentially contain lead-based paint hazards and are occupied by LMI families with children based on data obtained from the State Department of Public Health.

**Public Housing:** Consultant's market analysis shall include the description of the number of public housing units in the County, the physical condition of these units, the restoration and revitalization needs, results from the Section 504 needs assessments and strategies for improving the management and operation of public housing, as well as improving the living environment of low and very low-income families residing in public housing. The Consolidated Plan shall also identify any public housing residential communities that shall be improved with Capital Fund resources from HUD as well as those proposed for RAD conversion.

**Assisted Housing:** Consultant's market analysis shall include the description of the number and targeting (by income and type of family) of units currently assisted by public funds and an assessment of whether any such units are expected to be lost from the local inventory, including expiring Section 8 contracts.

**Homeless Facilities:** Consultant's market analysis shall include a brief inventory of facilities and services that meet the emergency shelter, transitional housing, permanent supportive housing and permanent housing needs of homeless persons made available from the Continuum of Care.

**Special Need Facilities and Services:** Consultant's market analysis shall include the description of the housing stock available to persons with disabilities and other LMI persons with special needs, including persons with HIV/AIDS and their families. Consultant shall describe the facilities and services that assist persons who are not homeless but who require supportive housing and supportive programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

**Barriers to Affordable Housing:** Consultant's market analysis shall include the description of the strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing based on research included in the current AI.

**Non-Housing Community Development Needs:** Consultant's market analysis shall include a concise summary of the priority non-housing community development needs that are eligible for assistance. Local and regional plans shall be reviewed by Consultant for relevant information.

*Deliverable #3: Consultant shall draft Needs Assessment and Market Analysis sections*

#### **Task 6. Strategic Plan (SP 05-80)**

Consultant shall prepare the Strategic Plan in accordance with 24 CFR Part 91.215. Where appropriate, Consultant shall be incorporate and reference relevant information from other local plans.

**General Characteristics:** Based on input received through outreach efforts and the data analysis, Consultant shall define priority needs. For each of the priority needs identified, the Consultant shall include: The reasons for the choice of priority needs, describing the choice in terms of housing need (income, tenure, housing problems) and identifying obstacles for

addressing the underserved needs, The specific objectives with each objective identifying the key goals in quantitative terms along with numeric and other measurable indicators of progress and a target date for completion, and A description of the resource allocation geographically and among different activities.

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

**Institutional Structure:** Consultant's Strategic Plan shall include the description of the strategy to overcome the gaps in the institutional structure for carrying out its strategy for addressing its priority needs. Information collected through stakeholder outreach shall be used to develop this section.

**Goals:** Consultant's Strategic Plan shall include summaries of the objectives the County intends to initiate and/or complete during the five-year period. For each objective, the Consolidated Plan shall identify proposed accomplishments and quantitative outcomes, as provided in the IDIS Goal Outcome Indicators (GOI).

**Public Housing:** Consultant's Strategic Plan shall include the description of activities to encourage resident involvement in management, to participate in homeownership, and how the County shall address the needs of public housing.

**Barriers to Affordable Housing:** Consultant's Strategic Plan shall include the description of the strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing based on research included in the current AI.

**Homelessness Strategy:** Consultant's Strategic Plan shall include a description of the strategy for identifying resources to be used for the following based on stakeholder outreach and other organizational and community plans such as: Helping low income families avoid homelessness, Reaching out to homeless persons and assessing their individual needs, Addressing the emergency shelter and transitional housing needs of homeless persons, and Helping homeless persons make the transition to permanent housing and independent living.

**Lead-Based Paint Hazards:** Consultant's Strategic Plan shall include actions proposed or being taken to evaluate and reduce lead-based paint hazards, and a description of how lead-based paint hazard reduction shall be integrated into housing policies and programs.

**Anti-Poverty Strategy:** Consultant's Strategic Plan shall include a description of the County goals, programs and policies for reducing the number of poverty level households and how the goals, programs and policies for producing and preserving affordable housing shall be coordinated with other programs and services for which the County is responsible and the extent to which they shall reduce or assist in reducing the number of households with incomes below the poverty line. How these initiatives shall be coordinated with other programs shall be concisely summarized by Consultant.

**Monitoring:** Consultant's Strategic Plan shall include a description of the standards and procedures which the County use to monitor activities to be carried out in furtherance of the Consolidated Plan. Consultant shall review the current Monitoring Plan with staff and said Monitoring Plan shall serve as the basis for this section.

**Certifications:** Consultant's Strategic Plan shall include current certifications required by HUD.

*Deliverable #4: Consultant shall draft Strategic Plan*



### **Task 7. Complete Consolidated Plan Document**

Based on feedback from staff, Consultant shall revise the draft Needs Assessment, Market Analysis and Strategic Plan sections and provide a complete version of the Consolidated Plan to staff. Consultant shall ensure this version includes the Executive Summary (ES) and Process (PR) sections, too.

*Deliverable #5: Consultant shall complete Consolidated Plan Document*

### **Task 8. Annual Action Plan (AP 15-90)**

Once the Consolidated Plan and the local application process are completed, Consultant shall initiate the Annual Plan.

**Expected Resources:** Consultant's Annual Action Plan shall include a concise summary of the federal resources expected to be available including grant funds, anticipated program income, and other resources such as private and non-federal public sources that are reasonably expected to be available to carry out the Strategic Plan over the course of the program year. Consultant shall explain how federal funds shall leverage these additional resources.

**Annual Goals and Objectives:** Consultant's Annual Action Plan shall include a summary of the specific goals the County intends to initiate and/or complete within the program year.

**Allocation Priorities:** Consultant's Annual Action Plan shall include the County's allocation priorities and how the proposed distribution of funds shall address the priority needs and goals of the Strategic Plan.

**Method of Distribution:** Consultant's Annual Action Plan shall include a description of the criteria used to select grant applications, the relative importance of these criteria, how resources shall be allocated among funding categories, threshold factors and grant size limits, and outcome measurements expected as a result of the method of distribution.

**Projects:** Consultant's Annual Action Plan shall include preparation of the Proposed Project Pages.

**Geographic Distribution:** Generate a series of GIS maps to indicate geographically how the County shall provide direct assistance to LMI and minority concentrated areas during the program year.

**Affordable Housing:** Consultant's Annual Action Plan shall specify goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year, indicate the number of affordable housing units that shall be provided by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units.

**Public Housing:** Consultant shall describe what actions the County shall take in the program year to carry out the public housing portion of the Strategic Plan.

**Homeless and Other Special Needs Activities:** Consultant shall describe one-year goals and the specific action steps to be undertaken in the program year to carry out the homeless strategy outlined in SP-60 Homelessness Strategy. The Annual Plan shall also describe the one-year goals and specify the activities to be undertaken to serve the housing and supportive service needs of nonhomeless populations who require supportive housing.

**Barriers to Affordable Housing:** Consultant's Annual Action Plan shall include planned actions to remove or ameliorate the negative effects of local policies that serve as barriers to affordable housing. Consultant shall summarize appropriate barriers identified in the County's current AI for this purpose.

**Other Actions:** Consultant's Annual Action Plan shall include planned actions to carry out the strategies outlined in the Consolidated Plan relative to fostering and maintaining affordable housing, evaluating and reducing leadbased paint hazards, reducing the number of poverty-level families, developing institutional structure, enhancing coordination and identifying obstacles to meeting underserved needs and propose actions to overcome those obstacles.

**Program-Specific Requirements:** Consultant's Annual Action Plan shall include the method of distribution, including all selection criteria for funding, how CDBG and HOME resources shall be allocated among funding categories, the threshold factors and grant limits to be applied.

*Deliverable #6: Consultant shall draft Annual Action Plan*

#### **Task 9. Revisions to Annual Action Plan**

Based on feedback, Consultant shall revise the draft Annual Plan and prepare the document for public display.

#### **Task 10. Public Comment Period & Public Hearing**

Once the revised planning documents are provided to the County for the public comment period, Consultant shall initiate the IDIS entry process. Following the comment period and required Public Hearing, Consultant shall collaborate with staff to address comments received and incorporate them into the final documents as required.

#### **Task 11. Submission to HUD & Deliverables**

Consultant shall ensure that electronic submission of the five-year 2024-2028 Consolidated Plan and the 2024 Annual Plan documents to HUD occurs on or before August 15, 2024, unless otherwise directed by HUD. Consultant shall ensure final deliverables to the County include all electronic files and two copies of the final version submitted to HUD.

*Deliverable #7: Consultant shall ensure final CP/AAP documents submitted to HUD*

#### **Task 12. Technical Support during HUD's Review**

Consultant shall remain available to the County throughout the 45-day HUD review period for the Consolidated Plan and Annual Action Plan. Consultant shall assist in responding to any HUD questions that may arise relative to these two documents.

### **Compensation:**

The maximum amount payable for all Services under the Agreement, without modification, shall not exceed **\$35,050.00**.

**Project Budget:**

The Project Budget shall be as follows:

Williamson County, TX		MULLIN & LONERGAN ASSOCIATES				
		Project Manager @ \$200/hr.		Professional Staff @ \$175/hr.		Total
Consolidated Plan & Annual Action Plan						
1	Project Mobilization	4	\$ 800		\$ -	\$ 800
2	Community Engagement Process	35	\$ 7,000	45	\$ 7,875	\$ 14,875
3	Technical Assistance for Application Process & Evaluation Review	16	\$ 3,200		\$ -	\$ 3,200
4	Needs Assessment	1	\$ 200	16	\$ 2,800	\$ 3,000
5	Market Analysis	1	\$ 200	16	\$ 2,800	\$ 3,000
6	Strategic Plan	1	\$ 200	16	\$ 2,800	\$ 3,000
7	Completed Draft CP	1	\$ 200	8	\$ 1,400	\$ 1,600
8	Preparation of AAP	1	\$ 200	12	\$ 2,100	\$ 2,300
9	Revisions to CP & AAP Document	1	\$ 200	2	\$ 350	\$ 550
10	Public Display & Hearings	10	\$ 2,000	1	\$ 175	\$ 2,175
11	Final Revisions, Local Approval, Submission to HUD	1	\$ 200	2	\$ 350	\$ 550
12	Technical Support during HUD Review	0	\$ -	0	\$ -	\$ -
SUBTOTAL		72	\$ 14,400	118	\$ 20,650	\$ 35,050
REPRODUCTION, PUBLICATION, SURVEY, MAILING EXPENSES						\$ 150
Travel Expenses						\$ 2,500
GRAND TOTAL						\$ 37,700

**Reimbursable Expenses:**

The maximum amount payable for all Reimbursable Expenses shall be **\$2,650.00**.

**Payment:**

Payment for the Services and Reimbursable Expenses actually incurred shall be made in accordance with the terms of the Agreement.