

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2012-167

Council Meeting Date: 06-11-2012

Date Adopted: 06-11-2012

TITLE: RESOLUTION APPROVING CONTRACTS WITH THE COUNTY OF UNION FOR COMMUNITY DEVELOPMENT BLOCK GRANTS FOR THE PERIOD OF SEPTEMBER 1, 2012 THROUGH AUGUST 31, 2012

Councilperson Gennaro submitted the following resolution, which was duly seconded by Councilperson Galluccio.

WHEREAS, the Borough of New Providence has been awarded Community Development Block Grants for the period September 1, 2011 through August 31, 2012 for the following projects:

Senior Citizen High Risk Health Fair & Health Care Program	\$ 5,000.00
Senior Transportation Program	\$ 3,900.00
Senior Enrichment & Exercise	\$ 4,400.00

NOW THEREFORE BE IT RESOLVED that the Community Development Block Grants contracts be approved in the form as attached hereto, and that the Mayor and Borough Clerk are authorized to sign same on behalf of the Borough.

APPROVED, this 11<sup>th</sup> day of June, 2012.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUCCO	X			
GALLUCCIO	X			
GENNARO	X			
LESNEWICH	X			
MUÑOZ	X			
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 11<sup>th</sup> day of June, 2012.

Wendi B. Barry, Borough Clerk

**THIS GRANT AGREEMENT is made and entered into on September 21, 2012, by and between the County of Union, Elizabeth, New Jersey, Grantee, hereinafter referred to as the County, and the:**

**Acct. #: D-12-56-812-247-919  
Planning Account #: 012-247**

**For New Providence Senior Citizen High Risk Health Care Program & Fair**

**hereinafter referred to as the subgrantee**

**The Subgrantee agrees to operate a program under Title I of the Housing and Community Development Act of 1974, as amended, in accordance with the provisions of the GRANT AGREEMENT, the specific Scope of Services, General and Special Assurances and all other attachments hereto.**

**A. Obligation:**

- 1. The total amount of the CDBG grant is \$ 5,000**
- 2. These funds shall cover the period from 09/01/12 to 08/31/13**

**B. Modification:**

**All the terms of this agreement that apply to the Subgrantee shall also apply to any and all Subcontractors.**

**Borough of New Providence  
360 Elkwood Avenue  
New Providence, NJ 07974**

**Attn: Mayor John Thoms**

**APPROVED FOR THE  
SUBGRANTEE BY:**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

**ATTEST:**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**APPROVED FOR THE  
COUNTY OF UNION BY:**

\_\_\_\_\_  
**Alfred J. Faella, County Manager**

**ATTEST:**

\_\_\_\_\_  
**Clerk**

\_\_\_\_\_  
**Date**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**County Attorney**

# **COUNTY OF UNION**



## **GRANT AGREEMENT**

### **FOR**

## **COMMUNITY DEVELOPMENT**

## **BLOCK GRANT PROGRAM**

**GRANT AGREEMENT COMMUNITY DEVELOPMENT**  
**BLOCK GRANT PROGRAM**

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# COUNTY OF UNION

## GRANT AGREEMENT

### COMMUNITY DEVELOPMENT BLOCK GRANT

#### PROGRAM

#### WITNESSETH, THAT:

*WHEREAS*, the County has been granted sufficient funds under Title I of the Housing and Community Development Act of 1974, as amended, which it may legally expend for the purpose of completing the Community Development Activities referred to in the attached Statement of Work; and

*WHEREAS*, the aforementioned Subgrantee has submitted written proposals to do and perform or subcontract to be done and performed the work and services hereinafter described; and

*WHEREAS*, said work and services must be performed in conformance with all Federal, State and Local law as well as public policy; and

*NOW, THEREFORE*, in consideration of the mutual promises and other conditions, covenants and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

#### General Provisions

##### 1. Term of the Contract

This contract will remain in effect from \_\_\_\_\_ to \_\_\_\_\_ or any period the Subgrantee has control over any CDBG funds, including program income.

##### A. **Compliance with Terms of Agreement. Suspension. Termination.**

In accordance with 24 C.F.R. § 85.43, suspension or termination may occur if the Subgrantee materially fails to comply with any term of the award.

## **B. Termination for Convenience**

This contract may be terminated for convenience in accordance with 24 C.F.R. Part 85.44. With respect to such action by the County, the Subgrantee shall be afforded an opportunity for such hearing or appeal to which the Subgrantee is entitled by applicable statute or regulation.

## **C. Termination of Program**

It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

## **D. Reporting and Accounting After Termination**

Notwithstanding anything herein to the contrary, upon termination of this agreement for any reason whatsoever, the Subgrantee agrees to cooperate fully in accounting for funds expended in the program under the contract and agrees to file and submit all such necessary final reports and data as may be required by the County or the Department of Housing and Urban Development.

## **E. References for Statutes and Regulations**

Compliance with all updated, applicable statutes, policies and regulations referred to in this agreement shall be the responsibility of the Subgrantee.

# **DUTIES OF SUBGRANTEE**

## **1. Contract Performance**

That the Subgrantee shall perform or shall subcontract for performance in accordance with the attached Statement of Work, which shall be made a part hereof as if fully set forth herein.

The statement of work shall include a description of the work to be performed, a schedule for completing the work, and a budget. These items shall be in sufficient detail to provide a sound basis for the recipient effectively to monitor performance under the agreement.

## **2. Amendments**

The County from time to time may request changes in the attached Scope of Services. Such changes including an increase or decrease in the amount of the Subgrantee's grant

amount shall be incorporated in written amendments hereto after approval by the above mentioned parties.

In order to minimize the delay occurred by submitting budget changes and contract extensions approved by the Community Development Revenue Sharing Committee (CDRS) shall be exempt from the formal amendment procedure. These budget modifications and contract extensions are the only exemptions allowed from the standard amendment procedure.

**3. Qualifications and performance by subcontractors**

- A. All of the services required hereunder shall be performed by the Subgrantee, or his authorized Subcontractors, and all personnel engaged in the work must be fully qualified and authorized or permitted under State and/or local laws to perform such services.
- B. The Subgrantee shall be responsible for ensuring that any subcontractors conform to the terms of this contract and all public policy considerations.

**4. Performance Bond**

A performance bond for all subcontracts in excess of \$7,500 shall be obtained by the Subgrantee and submitted to the County. In addition, a personal bond for at least one individual within the agency responsible for handling funds shall be obtained and submitted to the County.

**5. Uniform Administrative Requirements**

The Subgrantee shall comply with the uniform administrative requirements of 24 C.F.R. § 570.502 and the standards of:

- A. OMB Circular No. A-87, "Principle for Determining Cost Applicable to Grants and Contracts with State, Local and Federally Recognize Indian Tribal Governments".
- B. OMB Circular A- 133, "Audits of State and Local Governments".
- C. The Following sections of 24 CFR, Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local Governments;
  - 1) Section 85.3, "Definitions";

- 2) Section 85.6, "Exceptions";
- 3) Section 85.12, "Special grant or subgrant conditions for 'high risk' grantees";
- 4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- 5) Section 85.21, "Payment," except as modified by Section 570.513;
- 6) Section 85.22, "Allowable Cost";
- 7) Section 85.26, "Non-federal audits";
- 8) Section 85.31, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- 9) Section 85.33, "Supplies";
- 10) Section 85.34, "Copyrights";
- 11) Section 85.35, "Subawards to debarred and suspended parties";
- 12) Section 85.36, "Procurement," except paragraph (a);
- 13) Section 85.37, "Subgrants";
- 14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- 15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- 16) Section 85.42, "Retention and access requirements for records";
- 17) Section 85.43, "Enforcement";
- 18) Section 85.44, "Termination for convenience";
- 19) Section 85.51, "Later disallowances and adjustments"; and
- 20) Section 85.52, "Collection of amounts due".

All **Non-governmental** Subgrantees shall comply with the requirements and standards of OMB Circular No. A - 122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular No. A-110, Attachment O, "Procurement Standards":

## 6. Other Federal Requirements

The Subgrantee shall carry out each activity in compliance with all Federal laws and regulations described in 24 C.F.R. Subpart K (24 C.F.R. § 600 et seq.), except that the Subgrantee is not responsible for:

- A. The environmental responsibilities described at 24 CFR 570.604; and
- B. Initiating the review process under the provisions of 24 C.F.R. Part 52.
- D. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subgrantee and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with

assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulation of the Department of Labor under 29 CFR parts 3, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirement of 29 CFR 5.5 and, for such contracts in excess of \$10,000.00 29CFR 5a3.

No award of the contract covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

## **7. Reporting Requirements**

- A.** The Subgrantee shall submit to the County and the Union County Community Development Revenue Sharing Committee written progress reports in the form prescribed by the County quarterly for this agreement's duration.
- B.** That the Subgrantee, upon completion of said work and services, shall prepare and submit to the County a final written report outlining all information, exhibits, reviews of said project and related matters necessary, no later than 30 days after the completion of this contract.
- C.** The Subgrantee, if providing housing or commercial rehabilitation, shall provide the County with a completed Environmental Factors Checklist report on each property rehabilitated.
- D.** Copies of all notes, reports, computer programs or other technical data of the Subgrantee as well as other data concerning the work hereunder, shall be delivered to the County and the Community Development Committee upon request. The County shall have the right to use all or part thereof for any purpose without any claim on the part of the Subgrantee for additional compensation.
- F.** In the event of termination of this agreement all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other data prepared by the Subgrantee under this Agreement shall, at the option of the County, become its property.
- G.** No design, work, report, document, or other data produced in whole or in part with project funds shall be patented or copyrighted by the Subgrantee,

nor shall any notice or copyright be registered by the Subgrantee in connection with any report, document, or other data developed by it for this project.

**8. CFR Part 570.506 Records to Be Maintained**

Each Subgrantee shall establish and maintain sufficient records to enable the County to determine whether the Subgrantee has met the regulations of the U. S. Department of Housing and Urban Development, including all documentation needed for the Analysis of Impediments. At a minimum, the following records are needed:

- A. Records demonstrating, for an activity determined to benefit low and moderate income person, the income limits applied and the point in time when the benefit was determined.
- B. For an activity determined to benefit low and moderate income persons based on the area served by the activity, addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.
- C. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons:
  - 1) Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons for which the regulations provide presumptive benefit to low and moderate income persons; or
  - 2) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or
  - 3) Data showing the size and annual income of the immediate family of each person receiving the benefit.
- D. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons:
  - 1) A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multifamily structure assisted and the number of those units which will be occupied by low and

moderate income households after assistance;

2) For each unit occupied by a low and moderate income household. The size and income of the household;

3) For rental housing only:

a) The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b) Such information as necessary to show the affordability of Units occupied (or to be occupied) by low and moderate income households pursuant to criteria established and made public by the Subgrantee;

E. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subgrantee may provide the documentation described in either (1) or (2) below.

1) Where the Subgrantee chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include a copy of a written agreement containing:

a) A commitment by the business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons;

b) A listing of job title of the permanent jobs to be created;

c) A listing by job title of the permanent jobs filled and which jobs filled and which jobs initially held by low and moderate income persons;

d) For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the job.

F. For each activity determined to benefit low and moderate income persons based on the retention of jobs:

1) Evidence that in the absence of CDBG, assistance jobs will be lost;

2) For each business assisted, a listing by job title of permanent jobs retained,

indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

- 3) For each retained job claimed to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;
- 4) For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph 2) above; and
- 5) Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

For those activities under 3) and 5) above, and in those instances where family size and income are required to prove benefit, the Subgrantee may, at its option, use any of the following documentation alternatives:

- 1) An address of the beneficiary, if the person resides in one of the 'presumptive benefit' areas; together with the Subgrantee's certification that the area meets the presumptive benefit tests (low-mod percentage/poverty level);
- 2) Evidence that the person was homeless immediately prior to receiving the benefit;
- 3) A certification/affidavit from the assisted person that their family income does not exceed the determination of low-and moderate-income for their family size;
- 4) A notice of referral from an agency who uses income qualifications that are equivalent to HUD's definitions of low-and moderate-income;

- 5) Evidence that the person was a referral from and/or a client of an agency involved in implementing the Jobs Training Partnerships Act (JPTA) or its successors.

**G.** For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area:

- 1) The boundaries of the area; and
- 2) A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b) (1).

**H.** For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight in a slum or blighted area:

- 1) The local definition of "substandard";
- 2) A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and
- 3) Details and scope of CDBG assisted rehabilitation, by structure.

**I.** For an activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area:

- 1) A description of the specific condition of blight of physical decay treated; and
- 2) For rehabilitation carried out under the category, a description of the specific conditions detrimental to public health and safety which were corrected.

**J.** For an activity determined to meet a community development need having a particular urgency:

- 1) The nature and degree of seriousness of the condition requiring assistance;
- 2) Evidence that the recipient certified that the CDBG activity was designed to address the urgent need;

3) Information on the timing of the development of the serious condition;  
and;

4) Evidence confirming that other financial resources to alleviate the need  
were not available.

**K.** For an activity determined to meet the requirements for a special economic  
development activity:

1) The activity must meet public benefit standards for each individual project,  
such that

a) The activity results in the creation or retention of full-time equivalent,  
permanent jobs at a cost of less than \$50,000 per created/retained job; or

b) The activity provides goods and services to residents of an area, such  
that the cost per low- and moderate-income person served is less than  
\$1,000.

2) Alternatively, the activities, in the aggregate, must meet public benefit  
standards, such that

a) The activities result in the creation or retention of full-time equivalent,  
permanent jobs at a cost of less than \$35,000 per created/retained job; or

b) The activities provide goods and services to residents of an area, such  
that the cost per low- and moderate-income person served is less than  
\$350.

**L.** Records, which demonstrate that the recipient has made the determinations required as  
a condition of eligibility of certain activities, as prescribed in 570.201, 570.202(b),  
570.203(b), 570.204(a), and 570.206(f).

**M.** Records which demonstrate compliance with 570.505 regarding any change of use of  
real property acquired or improved with CDBG assistance.

**N.** Records which demonstrate compliance with the County's Citizen Participation Plan.

**O.** Records which demonstrate compliance with the requirements in 570.606(d) regarding  
the development, adoption, dissemination and implementation of a local policy on  
displacement.

**P.** Fair housing and equal opportunity records containing:

1) Documentation of the actions the recipient has carried out with its  
housing and community development and other resources to remedy or

ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904(c).

- 2) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from any program or activity funded in whole or part with CDBG funds.
- 3) Data on employment in each of the recipient's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part.
- 4) Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.
- 5) Documentation of actions undertaken to meet the requirements of 570.607(b) relative to the hiring and training of lower income residents and the use of local businesses.
  - 6) Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$10,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken pursuant to OMB Circular A-102, Attachment O, paragraph 9 and Executive Orders 11625, 12432 and 12138 to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services.

**Q.** Records required to be maintained in accordance with other applicable laws and regulations set forth in 24 C.F.R. Part 570.600- 570.614 Subpart K

**R.** All documentation necessary for the Analysis of Impediments.

## **9. Retention of Records**

Financial records, supporting documents statistical records, and all other records pertinent to the grant agreement shall be retained by the Subgrantee for a period of three years from the date of its annual performance report except as follows:

- A. Records that are the subject of audit findings shall be retained for three seven years or until such audit findings have been resolved, whichever is later.
- B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.
- C. Records for any displaced person shall be retained for three years after he/she has received final payment.

## **10. Inspection Fees**

Inspection fees incurred by the Subgrantee relating to the project shall not be paid by the County/Grantee.

## **11. Insurance and Indemnification**

The Subgrantee or Subcontractor, agrees to provide and pay for Subgrantee Liability and Automobile Liability Insurance covering Bodily Injury Limits in the amount of \$100,000.00/\$300,000.00 and Property Damage in the amount of \$100,000.00. The Subgrantee or Subcontractor at the same time shall also provide proof of Statutory Workmen's Compensation Insurance. The aforesaid insurance shall provide adequate protection for the Subgrantee or Subcontractor and the County against all claims, demands, liabilities and damage to persons and property arising out of, in connection with or from the performance of this Agreement, and shall provide that the County shall be indemnified and held harmless from any judgment or costs including counsel fees. The Subgrantee or subcontractor shall maintain such insurance in full force and effect until the final completion or termination of all work and services hereunder. The Subgrantee or subcontractor agrees to deliver to the County, the certificate or certificates from the insurance company writing the policies aforementioned, certifying that such policies shall not be terminated by the company or companies during the term of this Agreement without ten (10) days prior written notice to the County. In the event such insurance coverage shall be so terminated during the term of this Agreement. The Subgrantee does hereby authorize the County to procure such insurance and to deduct the cost thereof from any funds due and owing pursuant to this Agreement, or, in the alternative, to terminate this Agreement.

## **12. Flood Disaster Protection:**

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 42 USC 4106). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified are in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102 (a) of said Act (42 USC 4012 a).

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001a et. seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102 (a) of the Flood Disaster Protection Act of 1973 (42 USC 4012 a). Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

## **13. Requests for Payment**

The County hereby agrees to pay to the Subgrantee, and the Subgrantee hereby agrees to accept, for the services and disbursements herein a sum not to exceed the amount specified on the face sheet of this Agreement.

The Subgrantee shall only request advance funds which are needed for immediate use, and will abide by all regulations promulgated by the Federal Government regarding letters of credit and cash management procedures. Funds shall be paid to the Subgrantee after receipt of a properly executed county voucher and a cash request form. Said documents shall be provided to the Subgrantee and must be received by the County approximately two weeks prior to the expected payment date.

It is further understood and agreed that the Subgrantee shall reimburse the County, within 45 days of receipt of written notice for said reimbursement, for any and all costs relative to this contract which may be required to be repaid by the County to the U. S. Department of Housing and Urban Development pursuant to the regulations thereof, provided the Subgrantee shall not be required to make any such reimbursement if the project which forms the subject of this subcontract was reviewed and approved by the

County and the reimbursement is sought because the project was later determined to not comply with Federal Regulations establishing eligibility for the grant.

At the conclusion of any contract, funds for which expenses have been properly incurred by the Subgrantee, but no reimbursement has yet been made by the grantee, are considered to be unliquidated obligations. All unliquidated obligations must be satisfied within 90 days by the grantee; all bills, invoices, vouchers and documentation must be submitted to the County, by the Subgrantee, within 60 days of the end of the contract period.

**14. Data Availability**

The County shall cooperate with the Subgrantee by making available all relevant records, information and other statistics or data within its jurisdiction and control.

**15. Interest of Members, Officers or Employees of Grantee Members of Local Governing Body or Other Public Officials**

A. In the procurement of supplies equipment, construction and services by Subgrantees the conflict of interest provisions of 24 CFR 85.36 and OMB Circular A-110 respectively shall apply. (Copies of the above-cited references are attached).

B. In all cases not covered by 24 CFR 85.36 and/or OMB Circular A-110, the following provisions shall apply;

*No person who is an employee, agent, consultant, officer or elected or appointed public official of the Subgrantee or any of its agencies, departments or bureaus who exercise or have exercised any functions or responsibilities with respect to the CDBG activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, shall have or obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds therefrom either for themselves or for those with whom they have family or business ties during their tenure or for one year thereafter.*

Exceptions to the provisions set forth in paragraph b. may, upon written request be granted by HUD on a case-by-case basis in accordance with provisions and procedures of 24 CFR 570.611(d).

C. The Subgrantee shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

## **16. Contract Solicitation**

The Subgrantee herein warrants that no person has been employed to solicit or secure this Agreement in a manner which would be in violation of the provisions of Section 10, Chapter 48 of the laws of 1954.

- A. Cost incurred by Subgrantee during suspension or after termination of award is not allowable unless expressly authorized by the County in the notice of suspension or termination. However, cost resulting from obligations properly incurred by the Subgrantee before the effective date of suspension or termination, and not in anticipation of such action may be allowed if they are non-cancelable; and
- B. The cost would be allowable if the award were not suspended or terminated.

## **17. Program Income**

- A. Program Income is as defined in 24 CFR 570.500 (a) (copy attached).
- B. Interest earned on grant funds shall be returned to the County.

Interest earned by the County on lump sum deposits drawn down for the financing of privately owned property rehabilitation activities, as allowed by HUD under Section 570.513 of the Community Development Block Grant Regulations, shall be disbursed proportionately to the participating Subgrantees and shall be used only for rehabilitation activities in accordance with the provisions of the scope of services approved for funding.

Proceeds from the sale or other disposition of personal property shall be governed in accordance with CFR 85.32.

All other Program Income, as defined in CFR 570.500 (a), earned during any period under which the County is assisted, shall be retained by the County and shall be added to funds committed to the program and be used in accordance with provisions of its Grant Agreement with HUD, except that, at its option, the County may designate that Program Income be retained by the Subgrantee. Where the County so designates, the contract shall specify. Transfers of grant funds by the County to the Subgrantee shall be adjusted according to the principles described in paragraphs (b) (2) (I) (ii) of 570.504 which provide as follows:

- 1) Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U. S. Treasury. However, Program Income may also be used for another eligible activity, provided that the amount specified first be returned to the County and, a new proposal

describing the eligible activity and a new scope of services has been approved by the Community Development Revenue Sharing Committee. As in all other applications, a new contract or where appropriate, no indication of an existing contract shall be executed to cover the new scope of services. All funds not used by the project will be returned to the municipality for deposit in their CD Program Income Account. Recipients shall record the receipt and expenditures of revenues related to the program (such as taxes, special assessment, levies, fines, etc.) as part of the program transactions. A copy of these records shall be submitted to the County upon preparation.

**2) Treatment of Revolving Loan Funds and Program Income**

The Revolving Loan Fund (RLF) consists of funds originated by CDBG allocations, loaned for eligible purposes, with principle and interest payments made by borrowers back into the Fund for additional loans. These repayments are considered Program Income. The cash balance of the RLF shall be held in an interest-bearing account. The Subgrantee shall report at least quarterly as to the amount of interest made on the RLF cash balance. Since interest on the cash balance is considered interest on a grant advance, the Subgrantee shall, annually, remit the interest earned to the County for remittance to the U. S. Treasury. The Subgrantee shall not be required to return RLF Program Income to the County so long as the Revolving Loan Fund is operative but, rather, shall place it into the RLF interest-bearing account in order to make additional loans available to benefit low and moderate-income persons. The Subgrantee shall report quarterly to the County as to the cash balance on-hand, loan encumbrances/obligations, loan disbursements, loan repayments and such other disbursements permitted and necessary to achieve the objectives of the RLF.

**18. Reversion of Assets**

Upon the expiration of the within agreement, the Subgrantee shall transfer to the County any CDBG funds on hand, at the time of the expiration, and any accounts receivable attributable to the use of CDBG funds. In addition, Subgrantee shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

This agreement covers both annual activities, Program Income and any Revolving Loan Fund to be operated by the Subgrantee.

With respect to Program Income and Revolving Loan Funds, they are considered to be assets of the County under the care and administration of the Subgrantee. The

Subgrantee shall continue to care for and administer the RLF until and unless either of the following occurs:

- A. The County and Subgrantee expressly terminate their obligations to maintain a Revolving Loan Fund for the purpose of making loans to eligible businesses to benefit low- and moderate-income persons.
- B. The Subgrantee disbands, ceases to function, or terminates operation.

In either case above, the Subgrantee shall be obligated to protect and defend RLF assets against any liens and creditors, and shall transfer to the County all assets of the Revolving Loan Fund including program income and interest advances on the cash balance of the RLF.

The Subgrantee shall not transfer CDBG funds on hand, accounts receivable attributable to the use of CDBG funds, equipment or unutilized supplies purchased by the use of CDBG funds, or any assets of the Revolving Loan Fund to any other entity (private or public) or charitable organization, or subsidiary, without the express written permission of the County.

Any real property under Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall either:

- A. Be used to meet one of the national objectives contained in 24 CFR 570.90 until five years after the expiration of the agreement or such longer period as determined appropriate by the Subgrantee; or
- B. Be disposed of in a manner that results in the County being reimbursed in the amount of the fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five year period set forth in a. above.

**19. Special Assessments:**

The Subgrantee agrees to comply with the following policies related to special assessment under CDBG Program.

The term "special assessment" means the recovery of the capital cost of the public improvements, such as street, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvements, or a one-time charge made as a condition or access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate property, or ad valorem taxes, and does not include periodic charges based on the use of a public

improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

A. Special assessments to recover capital cost. Where CDBG funds are used to pay all or part of a public improvement, special assessments may be imposed as follows:

- 1) Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income and any funds received shall be returned to the County.
- 2) Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessments in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

B. Public improvements not initially assisted with CDBG funds. The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

- 1) The installation of the public improvements carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirement;
- 2) The installation of the public improvement meets criterion for nation objectives.
- 3) The requirements of A 2 above are met.

## **20. Citizen Participation**

The Subgrantee, if a municipality, agrees to comply with the requirements of the Participation Plan as adopted by the Union County Community Development Revenue Sharing Committee.

## **21. Displacement**

The Subgrantee shall in accordance with the guidelines set forth in 24 CFR 570.305 develop a policy to mitigate and minimize the effects of displacement of persons from their homes and neighborhoods by virtue of displacement as defined in 24 CFR 570.612.

## **22. Program Cancellation**

It is understood that this agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the County reserves the right to cancel this agreement on five days notice effective immediately, and in such event the County shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation.

## **23. Subgrantee Audit**

Subgrantees who receive contracts from the County totaling \$300,000.00 or more a year, whether in Federal, State, or County financial assistance shall have an audit made in accordance with the Single Audit Act of 1996, (Circular A-133). The Single Audit shall be conducted in the manner specified in Federal OMB Circular A-133, Audits of States and Local Governments, and State of New Jersey OMB Circular 97-08 or Federal OMB Circular A-110.

Uniform requirements for Grants and Agreements with Institutions or Higher Education, Hospitals, and other Non-Profit Organizations.

- A. For Grantees who expend more than \$100,000 in combined Federal and NJ DSH funding, but less than \$300,000, the County of Union requires a Financial Statement Audit in accordance with Government Auditing Standards.
- B. A copy of the Single Audit or the Financial Statement Audit must be submitted to the County of Union, Department of Finance, and Division of Community Development annually.

## **24. Assurances to be Part of Agreement**

The Special Assurances attached hereto are hereby made part of this Grant Agreement. Subgrantee in said General and Special Assurances shall apply to and include all Subgrantees and subcontractors of the Subgrantee.

## **25. Non-assignment**

The Subgrantee shall not assign or sublet any obligation under or interest in this Agreement, whether by assignment or novation, without the prior written consent of the County.

## **26. Acknowledgement**

- A. The Subgrantee agrees to give credit to the Union County Board of Chosen Freeholders in all published materials, signs, and announcements of the Subgrantee regarding projects for which CDBG funds are used. The acknowledgement should read as follows:

*This project is made possible by a Community Development Block Grant from the Union County Board of Chosen Freeholders.*

- B. The Subgrantee agrees to invite the Department of Parks and Community Renewal, Division of Planning & Community Development, Bureau of Community Development to dedication ceremonies, groundbreaking and grand openings or re-openings of all projects which CDBG funds are used.
- C. The Subgrantee agrees, in accordance with local ordinances, to allow the County to post sign during the construction phase of all projects for which CDBG funds are used, with the exception of funds used on privately owned residential units. The sign will indicate that the Division of Planning & Community Development, Bureau of Community Development, and/or the Union County Board of Chosen Freeholders funded the project, either partially or in full, whichever is applicable. Aforementioned signs will be provided for and placed by the County and will remain the property of the County of Union.

## **27. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:**

This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval. The agreement is also subject to, where applicable, provisions of the Davis-Bacon Act (40 USC 276a) and the Contract Work Hours and Safety Standards Act (40 USC 327).

The Subgrantee shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the section 3 clause set forth in 24 CFR 135 20 (b) and (c).

The Subgrantee shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the section 3 clause.

**28. Lead-Based Paint Hazards:**

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the provisions of the Lead Based Poisoning Prevention Act (42 USC 4831 (b) and HUD Lead-Based Paint Regulations, 24 CFR Part 35, Subpart B). Any grants or loans made by the Subgrantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations, and the Subgrantee shall be responsible for the inspections and certifications required under section 35.14 (f) thereof.

**29. Compliance with Air and Water Acts:**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Subgrantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

- A. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15 20.
- B. Agreement by the contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended. (42 USC 1857) and section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued hereunder.
- C. A stipulation that as a condition for the award of the contract prompt

notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

- D. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

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

### **30. Affirmative Action**

Pursuant to P.L. 1975, c. 127 (N.J.A.C. 117:27), The Subgrantee/ Provider agrees to comply, during performance of this contract with the following:

- A. The Subgrantee/ Provider, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee/ Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause; and
- B. Subgrantee Provider, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin,

ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

- C.** The Subgrantee/ Provider, where applicable, will send to each labor union or representation or workers with which it has a collective bargaining agreement or contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers; representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment; and
- D.** The Subgrantee/ Provider, where applicable, agrees to comply with the regulations promulgated by the treasure pursuant to N.J.S.A 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act; and
- E.** The Subgrantee/ Provider, where applicable, agrees to attempt in good faith to employ minorities and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasure pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time; and
- F.** The Subgrantee/ Provider agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor union, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that It will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices; and
- G.** The Subgrantee/ Provider agrees to revise and of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by applicable Federal law and applicable Federal court decisions; and
- H.** The Subgrantee/ Provider agrees to review all procedures relating to transfer, upgrading and downloading and layoff to ensure that all such

actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with applicable employment goals consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions; and

- I. The Subgrantee/ Provider shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
  
- J. When hiring or scheduling workers for construction purposes, the Subgrantee/ Provider agrees to make good faith efforts to employ minority and women workers consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided however that the Division may, in its discretion, exempt a Subgrantee/ Provider from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Division is satisfied that the Subgrantee/ Provider is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Subgrantee or Provider agrees that a good faith effort shall include compliance with the following procedures:
  - (A) If the Subgrantee/ Provider has a referral agreement or arrangement with a union for a construction trade, the Subgrantee/ Provider shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Subgrantee/ Provider as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Subgrantee/ Provider is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Subgrantee/ Provider agrees to afford equal employment opportunities minority and women workers directly, consistent

with this chapter. If the Subgrantee's/ Provider's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Subgrantee/ Provider agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Subgrantee/ Provider further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- a. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - b. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - c. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Subgrantee/ Provider has a referral agreement or arrangement with a union for the construction trade;
  - d. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - e. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and

non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

f. To adhere to the following procedure when minority and women workers apply or are referred to the Subgrantee/ Provider:

- (i) The Subgrantee/ Provider shall interview the referred minority or women worker.
- (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Subgrantee/ Provider shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Subgrantee/ Provider shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
- (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the Subgrantee/ Provider shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

g. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on

forms made available by the Division and submitted promptly to the Division upon request.

- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Subgrantee/ Provider from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the Subgrantee/ Provider shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The Subgrantee/ Provider also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The Subgrantee/ Provider agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.
- D. The Subgrantee/ Provider shall furnish such reports or other documents to the Division of Public Contracts Equal Employment

Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

**31. Compliance with Section 109 of the Housing and Community Development Act of 1974:**

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

**32. Compliance with Executive Order 11063:**

The Subgrantee will comply with Executive Order 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107.

**33. Compliance with Non-Discrimination Based on Handicap or Familial Status:**

The Subgrantee agrees not to discriminate on the basis of handicap or familial status in planning and carrying out the project described in Section 1, as required by the Fair Housing Amendments Act of 1988 (implemented as 24 CFR Part 14 et al) And Section 504 of the Rehabilitation Act of 1973 (Implemented as 24 CFR Part 8). Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

**34. Obligations of Subgrantee with Respect to Certain Third Party Relationships:**

The Subgrantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Subgrantee. Any Subgrantee which is not the Applicant, shall comply with all lawful requirements of the Applicant necessary to insure that the program with respect to which assistance is being provided under the agreement

to the Subgrantee is carried out in accordance with the Applicant's Assurances and Certifications.

**35. Interest of Certain Federal Officials:**

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

**36. Prohibition Against Payments of Bonus or Commission:**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical consultant, managerial or other such service, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

**37. Equal Employment Opportunity:**

During the performance of this contract, the contractor agrees as follows the Equal Employment Opportunity Guidelines as follows:

- A. The Subgrantee/ Provider will recruit, hire, train, assign and promote persons in all job classification without regard to race, religion, color, national origin, ancestry, age, sex, marital status, or political affiliations/ beliefs; and
- B. Hiring and assignment shall be based solely on consideration ability, performance and relation of job requirements without regard to race, religion, color, national origin, ancestry, age, sex, marital status, or political affiliations/beliefs; and
- C. Promotions and Seniority shall be based solely on valid job related criteria without regard to race, religion, color, national origin, ancestry, age, sex, marital status, or political affiliations/beliefs; and
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; and

- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders; and
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and
- G. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Subgrantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Subgrantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subgrantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Subgrantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, and regulation 41 CFR 60 with a contractor debarred from, or who has not demonstrated eligibility for. Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and

subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the Subgrantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Subgrantee under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Subgrantee; and refer the case to the Department of Justice for appropriate legal proceedings.

## SPECIAL ASSURANCES

### COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**1. Procurement Standards:**

The Subgrantee shall comply with the requirements of 24 CFR 85.36 with the exception of paragraph a

**2. Audit:**

A. The Secretary of Housing & Urban Development, the Comptroller General of the United States, the Union County Manager or any of his duly authorized representatives shall have access to all books, accounts, records, reports, files and other papers or property of Subgrantees and contractors pertaining to funds provided under this Grant Agreement for the purpose of making surveys, audits, examinations excerpts and transcripts.

B. Subgrantee Financial Management systems shall provide for audits, to be made by the County or at its direction in accordance with audit guidelines prescribed by HUD.

**3. Hatch Act:**

Neither the Community Development Program nor the funds provided therefore. Nor the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of the United States Code.

**4. Architectural Barriers Act of 1968:**

The Subgrantee will assure that the design of any facility constructed will comply with the "American Standard for making buildings and facilities accessible and usable by the physically handicapped," number A-117.1R (as modified C41 CFR 101-19.603).

**5. Certification Regarding Lobbying:**

The Subgrantee certifies; to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subgrantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**6. Section 906 of the Cranston-Gonzalez National Affordable Housing Act:**

The Subgrantee agrees to cooperate with the policy prohibiting the use of excessive force and the policy of enforcing state and local laws against physically barring entrance to or exit from a facility subject to non-violent civil rights demonstrations in accordance with Section 906 of the Cranston-Gonzalez National Affordable Housing Act.

**UNION COUNTY**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**CD YEAR - F.Y. XXXVIII (38)**  
**SCOPE OF SERVICE / CONTRACT INFORMATION**

---

**PROJECT:** New Providence Senior Citizen High Risk Health Care Program & Fair

**SUBGRANTEE:** New Providence

**ACCOUNT NO.:** 012-247

**GRANT AMOUNT:** \$5,000.00

**SUBCOMMITTEE:** Soc Ser

**CONTACT PERSON:** Mayor John Thoms

**TITLE:**

**ADDRESS:** Borough of New Providence  
360 Elkwood Avenue  
New Providence, NJ 7974

**TELEPHONE:** 908-665-1400

**EMAIL:** [www.newprov.org](http://www.newprov.org)

**FAX:** 908-665-9272

**CONTACT PERSON:** Ms. Janice Gironda

**TITLE:** N.P. Public Health Nurse

**PROJECT SITE:** New Providence Senior Citizen Center  
15 E. Fourth Street  
New Providence, NJ 7974

**TELEPHONE:** 908-464-7308

**EMAIL:** [jgirondao@newprov.org](mailto:jgirondao@newprov.org)

**FAX:** 908-665-9272

**CENSUS TRACT:** 38101 & 38102

**CONTRACT START DATE:** Saturday, September 01, 2012

**CONTRACT FINISH DATE:** Saturday, August 31, 2013

**PROJECT SUMMARY / DESCRIPTION:** (Provide a concise narrative / description in sufficient detail of what is to be accomplished during the forthcoming program year without exceeding the space provided. This is important as it will be used in the Grantee Performance Report which is submitted to HUD)

The New Providence Health Department provides many programs & services for the residents of the community. In particular there are many services and screenings programs geared for the high risk senior population. These programs are developed with Senior Coordinator and are given with the assistance of local professionals and organizations including hospitals. The programs are given year round mainly at the Senior Center, they are well publicized and attended. Funds will be spent on the health fair, cholesterol, blood glucose screenings, presentations, guest speakers, equipment and supplies, educational videos and refreshments.

**012-247**

**BUDGET**

**UNION COUNTY DEVELOPMENT REVENUE SHARING**

BUDGET CATEGORIES	U.C.COMMUNITY DEVELOPMENT SHARE	AGENCY MUNICIPAL SHARE	OTHER FEDERAL FUNDS	TOTAL PROGRAM BUDGET
1. Administrative Salary				\$0.00
2. Administrative Fringe				\$0.00
3. Rent				\$0.00
4. Heat				\$0.00
5. Telephone				\$0.00
6. Travel / Vehicle Maintenance				\$0.00
7. Office Supplies (consumable)				\$0.00
8. Meals (CD Staff)				\$0.00
9. Supplies (non-office)				\$0.00
10. Equipment (non-office)				\$0.00
11. Consultant				\$0.00
12. Architect / Engineer				\$0.00
13. Project Salary				\$0.00
14. Project Fringe				\$0.00
15. Project Costs	\$5,000.00			\$5,000.00
				\$0.00
<b>TOTAL</b>	<b>\$5,000.00</b>			<b>\$5,000.00</b>

**THIS GRANT-AGREEMENT is made and entered into on September 21, 2012 , by and between the County of Union, Elizabeth, New Jersey, Grantee, hereinafter referred to as the County, and the:**

**Acct. #: D-12-56-812-246-919  
Planning Account #: 012-246**

**For New Providence Seniors Transportation Program  
hereinafter referred to as the subgrantee**

**The Subgrantee agrees to operate a program under Title I of the Housing and Community Development Act of 1974, as amended, in accordance with the provisions of the GRANT AGREEMENT, the specific Scope of Services, General and Special Assurances and all other attachments hereto.**

**A. Obligation:**

- 1. The total amount of the CDBG grant is \$ 3,900**
- 2. These funds shall cover the period  
from 09/01/12  
to 08/31/13**

**B. Modification:**

**All the terms of this agreement that apply to the Subgrantee shall also apply to any and all Subcontractors.**

**Borough of New Providence  
360 Elkwood Avenue  
New Providence, NJ 07974**

**Attn: Mr. Douglas Marvin  
Administrator**

**APPROVED FOR THE  
SUBGRANTEE BY:**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

**ATTEST:**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**APPROVED FOR THE  
COUNTY OF UNION BY:**

\_\_\_\_\_  
**Alfred J. Faella, County Manager**

**ATTEST:**

\_\_\_\_\_  
**Clerk**

\_\_\_\_\_  
**Date**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**County Attorney**

# **COUNTY OF UNION**



**GRANT AGREEMENT**

**FOR**

**COMMUNITY DEVELOPMENT**

**BLOCK GRANT PROGRAM**

**GRANT AGREEMENT COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM**

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**COUNTY OF UNION**

**GRANT AGREEMENT**

**COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM**

**WITNESSETH, THAT:**

*WHEREAS*, the County has been granted sufficient funds under Title I of the Housing and Community Development Act of 1974, as amended, which it may legally expend for the purpose of completing the Community Development Activities referred to in the attached Statement of Work; and

*WHEREAS*, the aforementioned Subgrantee has submitted written proposals to do and perform or subcontract to be done and performed the work and services hereinafter described; and

*WHEREAS*, said work and services must be performed in conformance with all Federal, State and Local law as well as public policy; and

*NOW, THEREFORE*, in consideration of the mutual promises and other conditions, covenants and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

**General Provisions**

**1. Term of the Contract**

This contract will remain in effect from \_\_\_\_\_ to \_\_\_\_\_ or any period the Subgrantee has control over any CDBG funds, including program income.

**A. Compliance with Terms of Agreement. Suspension. Termination.**

In accordance with 24 C.F.R. § 85.43, suspension or termination may occur if the Subgrantee materially fails to comply with any term of the award.

## **B. Termination for Convenience**

This contract may be terminated for convenience in accordance with 24 C.F.R. Part 85.44. With respect to such action by the County, the Subgrantee shall be afforded an opportunity for such hearing or appeal to which the Subgrantee is entitled by applicable statute or regulation.

## **C. Termination of Program**

It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

## **D. Reporting and Accounting After Termination**

Notwithstanding anything herein to the contrary, upon termination of this agreement for any reason whatsoever, the Subgrantee agrees to cooperate fully in accounting for funds expended in the program under the contract and agrees to file and submit all such necessary final reports and data as may be required by the County or the Department of Housing and Urban Development.

## **E. References for Statutes and Regulations**

Compliance with all updated, applicable statutes, policies and regulations referred to in this agreement shall be the responsibility of the Subgrantee.

# **DUTIES OF SUBGRANTEE**

### **1. Contract Performance**

That the Subgrantee shall perform or shall subcontract for performance in accordance with the attached Statement of Work, which shall be made a part hereof as if fully set forth herein.

The statement of work shall include a description of the work to be performed, a schedule for completing the work, and a budget. These items shall be in sufficient detail to provide a sound basis for the recipient effectively to monitor performance under the agreement.

### **2. Amendments**

The County from time to time may request changes in the attached Scope of Services. Such changes including an increase or decrease in the amount of the Subgrantee's grant

amount shall be incorporated in written amendments hereto after approval by the above mentioned parties.

In order to minimize the delay occurred by submitting budget changes and contract extensions approved by the Community Development Revenue Sharing Committee (CDRS) shall be exempt from the formal amendment procedure. These budget modifications and contract extensions are the only exemptions allowed from the standard amendment procedure.

**3. Qualifications and performance by subcontractors**

- A. All of the services required hereunder shall be performed by the Subgrantee, or his authorized Subcontractors, and all personnel engaged in the work must be fully qualified and authorized or permitted under State and/or local laws to perform such services.
  
- B. The Subgrantee shall be responsible for ensuring that any subcontractors conform to the terms of this contract and all public policy considerations.

**4. Performance Bond**

A performance bond for all subcontracts in excess of \$7,500 shall be obtained by the Subgrantee and submitted to the County. In addition, a personal bond for at least one individual within the agency responsible for handling funds shall be obtained and submitted to the County.

**5. Uniform Administrative Requirements**

The Subgrantee shall comply with the uniform administrative requirements of 24 C.F.R. § 570.502 and the standards of:

- A. OMB Circular No. A-87, "Principle for Determining Cost Applicable to Grants and Contracts with State, Local and Federally Recognize Indian Tribal Governments".
- B. OMB Circular A- 133, "Audits of State and Local Governments".
- C. The Following sections of 24 CFR, Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local Governments;
  - 1) Section 85.3, "Definitions";

- 2) Section 85.6, "Exceptions";
- 3) Section 85.12, "Special grant or subgrant conditions for 'high risk' grantees";
- 4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- 5) Section 85.21, "Payment," except as modified by Section 570.513;
- 6) Section 85.22, "Allowable Cost";
- 7) Section 85.26, "Non-federal audits";
- 8) Section 85.31, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- 9) Section 85.33, "Supplies";
- 10) Section 85.34, "Copyrights";
- 11) Section 85.35, "Subawards to debarred and suspended parties";
- 12) Section 85.36, "Procurement," except paragraph (a);
- 13) Section 85.37, "Subgrants";
- 14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- 15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- 16) Section 85.42, "Retention and access requirements for records";
- 17) Section 85.43, "Enforcement";
- 18) Section 85.44, "Termination for convenience";
- 19) Section 85.51, "Later disallowances and adjustments"; and
- 20) Section 85.52, "Collection of amounts due".

All **Non-governmental** Subgrantees shall comply with the requirements and standards of OMB Circular No. A - 122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular No. A-110, Attachment O, "Procurement Standards":

## 6. Other Federal Requirements

The Subgrantee shall carry out each activity in compliance with all Federal laws and regulations described in 24 C.F.R. Subpart K (24 C.F.R. § 600 et seq.), except that the Subgrantee is not responsible for:

- A. The environmental responsibilities described at 24 CFR 570.604; and
- B. Initiating the review process under the provisions of 24 C.F.R. Part 52.
- D. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subgrantee and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with

assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulation of the Department of Labor under 29 CFR parts 3, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirement of 29 CFR 5.5 and, for such contracts in excess of \$10,000.00 29CFR 5a3.

No award of the contract covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

## **7. Reporting Requirements**

- A.** The Subgrantee shall submit to the County and the Union County Community Development Revenue Sharing Committee written progress reports in the form prescribed by the County quarterly for this agreement's duration.
- B.** That the Subgrantee, upon completion of said work and services, shall prepare and submit to the County a final written report outlining all information, exhibits, reviews of said project and related matters necessary, no later than 30 days after the completion of this contract.
- C.** The Subgrantee, if providing housing or commercial rehabilitation, shall provide the County with a completed Environmental Factors Checklist report on each property rehabilitated.
- D.** Copies of all notes, reports, computer programs or other technical data of the Subgrantee as well as other data concerning the work hereunder, shall be delivered to the County and the Community Development Committee upon request. The County shall have the right to use all or part thereof for any purpose without any claim on the part of the Subgrantee for additional compensation.
- F.** In the event of termination of this agreement all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other data prepared by the Subgrantee under this Agreement shall, at the option of the County, become its property.
- G.** No design, work, report, document, or other data produced in whole or in part with project funds shall be patented or copyrighted by the Subgrantee,

nor shall any notice or copyright be registered by the Subgrantee in connection with any report, document, or other data developed by it for this project.

**8. CFR Part 570.506 Records to Be Maintained**

Each Subgrantee shall establish and maintain sufficient records to enable the County to determine whether the Subgrantee has met the regulations of the U. S. Department of Housing and Urban Development, including all documentation needed for the Analysis of Impediments. At a minimum, the following records are needed:

- A. Records demonstrating, for an activity determined to benefit low and moderate income person, the income limits applied and the point in time when the benefit was determined.
- B. For an activity determined to benefit low and moderate income persons based on the area served by the activity, addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.
- C. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons:
  - 1) Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons for which the regulations provide presumptive benefit to low and moderate income persons; or
  - 2) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or
  - 3) Data showing the size and annual income of the immediate family of each person receiving the benefit.
- D. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons:
  - 1) A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multifamily structure assisted and the number of those units which will be occupied by low and

moderate income households after assistance;

2) For each unit occupied by a low and moderate income household. The size and income of the household;

3) For rental housing only:

a) The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b) Such information as necessary to show the affordability of Units occupied (or to be occupied) by low and moderate income households pursuant to criteria established and made public by the Subgrantee;

E. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subgrantee may provide the documentation described in either (1) or (2) below.

1) Where the Subgrantee chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include a copy of a written agreement containing:

a) A commitment by the business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons;

b) A listing of job title of the permanent jobs to be created;

c) A listing by job title of the permanent jobs filled and which jobs filled and which jobs initially held by low and moderate income persons;

d) For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the job.

F. For each activity determined to benefit low and moderate income persons based on the retention of jobs:

1) Evidence that in the absence of CDBG, assistance jobs will be lost;

2) For each business assisted, a listing by job title of permanent jobs retained,

indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

- 3) For each retained job claimed to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;
- 4) For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph 2) above; and
- 5) Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

For those activities under 3) and 5) above, and in those instances where family size and income are required to prove benefit, the Subgrantee may, at its option, use any of the following documentation alternatives:

- 1) An address of the beneficiary, if the person resides in one of the 'presumptive benefit' areas; together with the Subgrantee's certification that the area meets the presumptive benefit tests (low-mod percentage/poverty level);
- 2) Evidence that the person was homeless immediately prior to receiving the benefit;
- 3) A certification/affidavit from the assisted person that their family income does not exceed the determination of low-and moderate-income for their family size;
- 4) A notice of referral from an agency who uses income qualifications that are equivalent to HUD's definitions of low-and moderate-income;

- 5) Evidence that the person was a referral from and/or a client of an agency involved in implementing the Jobs Training Partnerships Act (JPTA) or its successors.

**G.** For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area:

- 1) The boundaries of the area; and
- 2) A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b) (1).

**H.** For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight in a slum or blighted area:

- 1) The local definition of "substandard";
- 2) A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and
- 3) Details and scope of CDBG assisted rehabilitation, by structure.

**I.** For an activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area:

- 1) A description of the specific condition of blight or physical decay treated; and
- 2) For rehabilitation carried out under the category, a description of the specific conditions detrimental to public health and safety which were corrected.

**J.** For an activity determined to meet a community development need having a particular urgency:

- 1) The nature and degree of seriousness of the condition requiring assistance;
- 2) Evidence that the recipient certified that the CDBG activity was designed to address the urgent need;

- 3) Information on the timing of the development of the serious condition; and;
- 4) Evidence confirming that other financial resources to alleviate the need were not available.

**K.** For an activity determined to meet the requirements for a special economic development activity:

- 1) The activity must meet public benefit standards for each individual project, such that
  - a) The activity results in the creation or retention of full-time equivalent, permanent jobs at a cost of less than \$50,000 per created/retained job; or
  - b) The activity provides goods and services to residents of an area, such that the cost per low- and moderate-income person served is less than \$1,000.
- 2) Alternatively, the activities, in the aggregate, must meet public benefit standards, such that
  - a) The activities result in the creation or retention of full-time equivalent, permanent jobs at a cost of less than \$35,000 per created/retained job; or
  - b) The activities provide goods and services to residents of an area, such that the cost per low- and moderate-income person served is less than \$350.

**L.** Records, which demonstrate that the recipient has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201, 570.202(b), 570.203(b), 570.204(a), and 570.206(f).

**M.** Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

**N.** Records which demonstrate compliance with the County's Citizen Participation Plan.

**O.** Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

**P.** Fair housing and equal opportunity records containing:

- 1) Documentation of the actions the recipient has carried out with its housing and community development and other resources to remedy or

ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904(c).

- 2) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from any program or activity funded in whole or part with CDBG funds.
- 3) Data on employment in each of the recipient's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part.
- 4) Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.
- 5) Documentation of actions undertaken to meet the requirements of 570.607(b) relative to the hiring and training of lower income residents and the use of local businesses.
- 6) Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$10,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken pursuant to OMB Circular A-102, Attachment O, paragraph 9 and Executive Orders 11625, 12432 and 12138 to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services.

**Q.** Records required to be maintained in accordance with other applicable laws and regulations set forth in 24 C.F.R. Part 570.600- 570.614 Subpart K

**R.** All documentation necessary for the Analysis of Impediments.

## **9. Retention of Records**

Financial records, supporting documents statistical records, and all other records pertinent to the grant agreement shall be retained by the Subgrantee for a period of three years from the date of its annual performance report except as follows:

- A. Records that are the subject of audit findings shall be retained for three seven years or until such audit findings have been resolved, whichever is later.
- B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.
- C. Records for any displaced person shall be retained for three years after he/she has received final payment.

## **10. Inspection Fees**

Inspection fees incurred by the Subgrantee relating to the project shall not be paid by the County/Grantee.

## **11. Insurance and Indemnification**

The Subgrantee or Subcontractor, agrees to provide and pay for Subgrantee Liability and Automobile Liability Insurance covering Bodily Injury Limits in the amount of \$100,000.00/\$300,000.00 and Property Damage in the amount of \$100,000.00. The Subgrantee or Subcontractor at the same time shall also provide proof of Statutory Workmen's Compensation Insurance. The aforesaid insurance shall provide adequate protection for the Subgrantee or Subcontractor and the County against all claims, demands, liabilities and damage to persons and property arising out of, in connection with or from the performance of this Agreement, and shall provide that the County shall be indemnified and held harmless from any judgment or costs including counsel fees. The Subgrantee or subcontractor shall maintain such insurance in full force and effect until the final completion or termination of all work and services hereunder. The Subgrantee or subcontractor agrees to deliver to the County, the certificate or certificates from the insurance company writing the policies aforementioned, certifying that such policies shall not be terminated by the company or companies during the term of this Agreement without ten (10) days prior written notice to the County. In the event such insurance coverage shall be so terminated during the term of this Agreement. The Subgrantee does hereby authorize the County to procure such insurance and to deduct the cost thereof from any funds due and owing pursuant to this Agreement, or, in the alternative, to terminate this Agreement.

## **12. Flood Disaster Protection:**

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 42 USC 4106). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified are in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102 (a) of said Act (42 USC 4012 a).

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001a et. seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102 (a) of the Flood Disaster Protection Act of 1973 (42 USC 4012 a). Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

## **13. Requests for Payment**

The County hereby agrees to pay to the Subgrantee, and the Subgrantee hereby agrees to accept for the services and disbursements herein a sum not to exceed the amount specified on the face sheet of this Agreement.

The Subgrantee shall only request advance funds which are needed for immediate use, and will abide by all regulations promulgated by the Federal Government regarding letters of credit and cash management procedures. Funds shall be paid to the Subgrantee after receipt of a properly executed county voucher and a cash request form. Said documents shall be provided to the Subgrantee and must be received by the County approximately two weeks prior to the expected payment date.

It is further understood and agreed that the Subgrantee shall reimburse the County, within 45 days of receipt of written notice for said reimbursement, for any and all costs relative to this contract which may be required to be repaid by the County to the U. S. Department of Housing and Urban Development pursuant to the regulations thereof, provided the Subgrantee shall not be required to make any such reimbursement if the project which forms the subject of this subcontract was reviewed and approved by the

County and the reimbursement is sought because the project was later determined to not comply with Federal Regulations establishing eligibility for the grant.

At the conclusion of any contract, funds for which expenses have been properly incurred by the Subgrantee, but no reimbursement has yet been made by the grantee, are considered to be unliquidated obligations. All unliquidated obligations must be satisfied within 90 days by the grantee; all bills, invoices, vouchers and documentation must be submitted to the County, by the Subgrantee, within 60 days of the end of the contract period.

#### **14. Data Availability**

The County shall cooperate with the Subgrantee by making available all relevant records, information and other statistics or data within its jurisdiction and control.

#### **15. Interest of Members, Officers or Employees of Grantee Members of Local Governing Body or Other Public Officials**

A. In the procurement of supplies equipment, construction and services by Subgrantees the conflict of interest provisions of 24 CFR 85.36 and OMB Circular A-110 respectively shall apply. (Copies of the above-cited references are attached).

B. In all cases not covered by 24 CFR 85.36 and/or OMB Circular A-110, the following provisions shall apply;

*No person who is an employee, agent, consultant, officer or elected or appointed public official of the Subgrantee or any of its agencies, departments or bureaus who exercise or have exercised any functions or responsibilities with respect to the CDBG activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, shall have or obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds therefrom either for themselves or for those with whom they have family or business ties during their tenure or for one year thereafter.*

Exceptions to the provisions set forth in paragraph b. may, upon written request be granted by HUD on a case-by-case basis in accordance with provisions and procedures of 24 CFR 570.611(d).

C. The Subgrantee shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

## **16. Contract Solicitation**

The Subgrantee herein warrants that no person has been employed to solicit or secure this Agreement in a manner which would be in violation of the provisions of Section 10, Chapter 48 of the laws of 1954.

- A. Cost incurred by Subgrantee during suspension or after termination of award is not allowable unless expressly authorized by the County in the notice of suspension or termination. However, cost resulting from obligations properly incurred by the Subgrantee before the effective date of suspension or termination, and not in anticipation of such action may be allowed if they are non-cancelable; and
- B. The cost would be allowable if the award were not suspended or terminated.

## **17. Program Income**

- A. Program Income is as defined in 24 CFR 570.500 (a) (copy attached).
- B. Interest earned on grant funds shall be returned to the County.

Interest earned by the County on lump sum deposits drawn down for the financing of privately owned property rehabilitation activities, as allowed by HUD under Section 570.513 of the Community Development Block Grant Regulations, shall be disbursed proportionately to the participating Subgrantees and shall be used only for rehabilitation activities in accordance with the provisions of the scope of services approved for funding.

Proceeds from the sale or other disposition of personal property shall be governed in accordance with CFR 85.32.

All other Program Income, as defined in CFR 570.500 (a), earned during any period under which the County is assisted, shall be retained by the County and shall be added to funds committed to the program and be used in accordance with provisions of its Grant Agreement with HUD, except that, at its option, the County may designate that Program Income be retained by the Subgrantee. Where the County so designates, the contract shall specify. Transfers of grant funds by the County to the Subgrantee shall be adjusted according to the principles described in paragraphs (b) (2) (I) (ii) of 570.504 which provide as follows:

- 1) Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U. S. Treasury. However, Program Income may also be used for another eligible activity, provided that the amount specified first be returned to the County and, a new proposal

describing the eligible activity and a new scope of services has been approved by the Community Development Revenue Sharing Committee. As in all other applications, a new contract or where appropriate, no indication of an existing contract shall be executed to cover the new scope of services. All funds not used by the project will be returned to the municipality for deposit in their CD Program Income Account. Recipients shall record the receipt and expenditures of revenues related to the program (such as taxes, special assessment, levies, fines, etc.) as part of the program transactions. A copy of these records shall be submitted to the County upon preparation.

**2) Treatment of Revolving Loan Funds and Program Income**

The Revolving Loan Fund (RLF) consists of funds originated by CDBG allocations, loaned for eligible purposes, with principle and interest payments made by borrowers back into the Fund for additional loans. These repayments are considered Program Income. The cash balance of the RLF shall be held in an interest-bearing account. The Subgrantee shall report at least quarterly as to the amount of interest made on the RLF cash balance. Since interest on the cash balance is considered interest on a grant advance, the Subgrantee shall, annually, remit the interest earned to the County for remittance to the U. S. Treasury. The Subgrantee shall not be required to return RLF Program Income to the County so long as the Revolving Loan Fund is operative but, rather, shall place it into the RLF interest-bearing account in order to make additional loans available to benefit low and moderate-income persons. The Subgrantee shall report quarterly to the County as to the cash balance on-hand, loan encumbrances/obligations, loan disbursements, loan repayments and such other disbursements permitted and necessary to achieve the objectives of the RLF.

**18. Reversion of Assets**

Upon the expiration of the within agreement, the Subgrantee shall transfer to the County any CDBG funds on hand, at the time of the expiration, and any accounts receivable attributable to the use of CDBG funds. In addition, Subgrantee shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

This agreement covers both annual activities, Program Income and any Revolving Loan Fund to be operated by the Subgrantee.

With respect to Program Income and Revolving Loan Funds, they are considered to be assets of the County under the care and administration of the Subgrantee. The

Subgrantee shall continue to care for and administer the RLF until and unless either of the following occurs:

- A. The County and Subgrantee expressly terminate their obligations to maintain a Revolving Loan Fund for the purpose of making loans to eligible businesses to benefit low- and moderate-income persons.
- B. The Subgrantee disbands, ceases to function, or terminates operation.

In either case above, the Subgrantee shall be obligated to protect and defend RLF assets against any liens and creditors, and shall transfer to the County all assets of the Revolving Loan Fund including program income and interest advances on the cash balance of the RLF.

The Subgrantee shall not transfer CDBG funds on hand, accounts receivable attributable to the use of CDBG funds, equipment or unutilized supplies purchased by the use of CDBG funds, or any assets of the Revolving Loan Fund to any other entity (private or public) or charitable organization, or subsidiary, without the express written permission of the County.

Any real property under Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall either:

- A. Be used to meet one of the national objectives contained in 24 CFR 570.90 until five years after the expiration of the agreement or such longer period as determined appropriate by the Subgrantee; or
- B. Be disposed of in a manner that results in the County being reimbursed in the amount of the fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five year period set forth in a. above.

**19. Special Assessments:**

The Subgrantee agrees to comply with the following policies related to special assessment under CDBG Program.

The term "special assessment" means the recovery of the capital cost of the public improvements, such as street, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvements, or a one-time charge made as a condition or access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate property, or ad valorem taxes, and does not include periodic charges based on the use of a public

improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

**A. Special assessments to recover capital cost.** Where CDBG funds are used to pay all or part of a public improvement, special assessments may be imposed as follows:

- 1) Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income and any funds received shall be returned to the County.
- 2) Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessments in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

**B. Public improvements not initially assisted with CDBG funds.** The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

- 1) The installation of the public improvements carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirement;
- 2) The installation of the public improvement meets criterion for nation objectives.
- 3) The requirements of A 2 above are met.

## **20. Citizen Participation**

The Subgrantee, if a municipality, agrees to comply with the requirements of the Participation Plan as adopted by the Union County Community Development Revenue Sharing Committee.

## **21. Displacement**

The Subgrantee shall in accordance with the guidelines set forth in 24 CFR 570.305 develop a policy to mitigate and minimize the effects of displacement of persons from their homes and neighborhoods by virtue of displacement as defined in 24 CFR 570.612.

## **22. Program Cancellation**

It is understood that this agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the County reserves the right to cancel this agreement on five days notice effective immediately, and in such event the County shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation.

## **23. Subgrantee Audit**

Subgrantees who receive contracts from the County totaling \$300,000.00 or more a year, whether in Federal, State, or County financial assistance shall have an audit made in accordance with the Single Audit Act of 1996, (Circular A-133). The Single Audit shall be conducted in the manner specified in Federal OMB Circular A-133, Audits of States and Local Governments, and State of New Jersey OMB Circular 97-08 or Federal OMB Circular A-110.

Uniform requirements for Grants and Agreements with Institutions or Higher Education, Hospitals, and other Non-Profit Organizations.

- A. For Grantees who expend more than \$100,000 in combined Federal and NJ DSH funding, but less than \$300,000, the County of Union requires a Financial Statement Audit in accordance with Government Auditing Standards.
- B. A copy of the Single Audit or the Financial Statement Audit must be submitted to the County of Union, Department of Finance, and Division of Community Development annually.

## **24. Assurances to be Part of Agreement**

The Special Assurances attached hereto are hereby made part of this Grant Agreement. Subgrantee in said General and Special Assurances shall apply to and include all Subgrantees and subcontractors of the Subgrantee.

## **25. Non-assignment**

The Subgrantee shall not assign or sublet any obligation under or interest in this Agreement, whether by assignment or novation, without the prior written consent of the County.

## **26. Acknowledgement**

- A. The Subgrantee agrees to give credit to the Union County Board of Chosen Freeholders in all published materials, signs, and announcements of the Subgrantee regarding projects for which CDBG funds are used. The acknowledgement should read as follows:

*This project is made possible by a Community Development Block Grant from the Union County Board of Chosen Freeholders.*

- B. The Subgrantee agrees to invite the Department of Parks and Community Renewal, Division of Planning & Community Development, Bureau of Community Development to dedication ceremonies, groundbreaking and grand openings or re-openings of all projects which CDBG funds are used.
- C. The Subgrantee agrees, in accordance with local ordinances, to allow the County to post sign during the construction phase of all projects for which CDBG funds are used, with the exception of funds used on privately owned residential units. The sign will indicate that the Division of Planning & Community Development, Bureau of Community Development, and/or the Union County Board of Chosen Freeholders funded the project, either partially or in full, whichever is applicable. Aforementioned signs will be provided for and placed by the County and will remain the property of the County of Union.

## **27. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:**

This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval. The agreement is also subject to, where applicable, provisions of the Davis-Bacon Act (40 USC 276a) and the Contract Work Hours and Safety Standards Act (40 USC 327).

The Subgrantee shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the section 3 clause set forth in 24 CFR 135 20 (b) and (c).

The Subgrantee shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the section 3 clause.

**28. Lead-Based Paint Hazards:**

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the provisions of the Lead Based Poisoning Prevention Act (42 USC 4831 (b) and HUD Lead-Based Paint Regulations, 24 CFR Part 35, Subpart B). Any grants or loans made by the Subgrantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations, and the Subgrantee shall be responsible for the inspections and certifications required under section 35.14 (f) thereof.

**29. Compliance with Air and Water Acts:**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Subgrantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

- A. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15 20.
- B. Agreement by the contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 USC 1857) and section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued hereunder.
- C. A stipulation that as a condition for the award of the contract prompt

notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

- D. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

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

### **30. Affirmative Action**

Pursuant to P.L. 1975, c. 127 (N.J.A.C. 117:27), The Subgrantee/ Provider agrees to comply, during performance of this contract with the following:

- A. The Subgrantee/ Provider, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee/ Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause; and
- B. Subgrantee Provider, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin,

ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

- C.** The Subgrantee/ Provider, where applicable, will send to each labor union or representation or workers with which it has a collective bargaining agreement or contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers; representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment; and
- D.** The Subgrantee/ Provider, where applicable, agrees to comply with the regulations promulgated by the treasure pursuant to N.J.S.A 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act; and
- E.** The Subgrantee/ Provider, where applicable, agrees to attempt in good faith to employ minorities and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasure pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time; and
- F.** The Subgrantee/ Provider agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor union, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that It will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices; and
- G.** The Subgrantee/ Provider agrees to revise and of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by applicable Federal law and applicable Federal court decisions; and
- H.** The Subgrantee/ Provider agrees to review all procedures relating to transfer, upgrading and downloading and layoff to ensure that all such

actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with applicable employment goals consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions; and

- I. The Subgrantee/ Provider shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
  
- J. When hiring or scheduling workers for construction purposes, the Subgrantee/ Provider agrees to make good faith efforts to employ minority and women workers consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided however that the Division may, in its discretion, exempt a Subgrantee/ Provider from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Division is satisfied that the Subgrantee/ Provider is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Subgrantee or Provider agrees that a good faith effort shall include compliance with the following procedures:
  - (A) If the Subgrantee/ Provider has a referral agreement or arrangement with a union for a construction trade, the Subgrantee/ Provider shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Subgrantee/ Provider as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Subgrantee/ Provider is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Subgrantee/ Provider agrees to afford equal employment opportunities minority and women workers directly, consistent

with this chapter. If the Subgrantee's/ Provider's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Subgrantee/ Provider agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Subgrantee/ Provider further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- a. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - b. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - c. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Subgrantee/ Provider has a referral agreement or arrangement with a union for the construction trade;
  - d. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - e. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and

non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

- f. To adhere to the following procedure when minority and women workers apply or are referred to the Subgrantee/ Provider:
- (i) The Subgrantee/ Provider shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Subgrantee/ Provider shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Subgrantee/ Provider shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the Subgrantee/ Provider shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- g. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on

forms made available by the Division and submitted promptly to the Division upon request.

- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Subgrantee/ Provider from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the Subgrantee/ Provider shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The Subgrantee/ Provider also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The Subgrantee/ Provider agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.
- D. The Subgrantee/ Provider shall furnish such reports or other documents to the Division of Public Contracts Equal Employment

Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

**31. Compliance with Section 109 of the Housing and Community Development Act of 1974:**

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

**32. Compliance with Executive Order 11063:**

The Subgrantee will comply with Executive Order 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107.

**33. Compliance with Non-Discrimination Based on Handicap or Familial Status:**

The Subgrantee agrees not to discriminate on the basis of handicap or familial status in planning and carrying out the project described in Section 1, as required by the Fair Housing Amendments Act of 1988 (implemented as 24 CFR Part 14 et al) And Section 504 of the Rehabilitation Act of 1973 (Implemented as 24 CFR Part 8). Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

**34. Obligations of Subgrantee with Respect to Certain Third Party Relationships:**

The Subgrantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Subgrantee. Any Subgrantee which is not the Applicant, shall comply with all lawful requirements of the Applicant necessary to insure that the program with respect to which assistance is being provided under the agreement

to the Subgrantee is carried out in accordance with the Applicant's Assurances and Certifications.

**35. Interest of Certain Federal Officials:**

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

**36. Prohibition Against Payments of Bonus or Commission:**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical consultant, managerial or other such service, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

**37. Equal Employment Opportunity:**

During the performance of this contract, the contractor agrees as follows the Equal Employment Opportunity Guidelines as follows:

- A. The Subgrantee/ Provider will recruit, hire, train, assign and promote persons in all job classification without regard to race, religion, color, national origin, ancestry, age, sex, marital status, or political affiliations/ beliefs; and
- B. Hiring and assignment shall be based solely on consideration ability, performance and relation of job requirements without regard to race, religion, color, national origin, ancestry, age, sex, marital status, or political affiliations/beliefs; and
- C. Promotions and Seniority shall be based solely on valid job related criteria without regard to race, religion, color, national origin, ancestry, age, sex, marital status, or political affiliations/beliefs; and
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; and

- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders; and
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and
- G. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Subgrantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Subgrantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subgrantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Subgrantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, and regulation 41 CFR 60 with a contractor debarred from, or who has not demonstrated eligibility for. Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and

subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the Subgrantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Subgrantee under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Subgrantee; and refer the case to the Department of Justice for appropriate legal proceedings.

## **SPECIAL ASSURANCES**

### **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**1. Procurement Standards:**

The Subgrantee shall comply with the requirements of 24 CFR 85.36 with the exception of paragraph a

**2. Audit:**

A. The Secretary of Housing & Urban Development, the Comptroller General of the United States, the Union County Manager or any of his duly authorized representatives shall have access to all books, accounts, records, reports, files and other papers or property of Subgrantees and contractors pertaining to funds provided under this Grant Agreement for the purpose of making surveys, audits, examinations excerpts and transcripts.

B. Subgrantee Financial Management systems shall provide for audits, to be made by the County or at its direction in accordance with audit guidelines prescribed by HUD.

**3. Hatch Act:**

Neither the Community Development Program nor the funds provided therefore. Nor the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of the United States Code.

**4. Architectural Barriers Act of 1968:**

The Subgrantee will assure that the design of any facility constructed will comply with the "American Standard for making buildings and facilities accessible and usable by the physically handicapped," number A-117 1R (as modified C41 CFR 101-19 603).

**5. Certification Regarding Lobbying:**

The Subgrantee certifies; to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subgrantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**6. Section 906 of the Cranston-Gonzalez National Affordable Housing Act:**

The Subgrantee agrees to cooperate with the policy prohibiting the use of excessive force and the policy of enforcing state and local laws against physically barring entrance to or exit from a facility subject to non-violent civil rights demonstrations in accordance with Section 906 of the Cranston-Gonzalez National Affordable Housing Act.

**UNION COUNTY**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**CD YEAR - F.Y. XXXVIII (38)**  
**SCOPE OF SERVICE / CONTRACT INFORMATION**

---

**PROJECT:** New Providence Seniors Transportation Program

**SUBGRANTEE:** New Providence

**ACCOUNT NO.:** 012-246

**GRANT AMOUNT:** \$3,900.00

**SUBCOMMITTEE:** Soc Ser

**CONTACT PERSON:** Mr. Douglas Marvin

**TITLE:** Administrator

**ADDRESS:** Borough of New Providence  
360 Elkwood Avenue  
New Providence, NJ 7974

**TELEPHONE:** 908-665-1400

**EMAIL:** dmarvin@newprov.org

**FAX:** 908-665-9272

**CONTACT PERSON:** Ms. Peggy Brodeur

**TITLE:** Senior Center Director

**PROJECT SITE:** New Providence Senior Citizen Center  
15 E. Fourth Street  
New Providence, NJ 7974

**TELEPHONE:** 908-556-0046

**EMAIL:** pbrodeur@newprov.org

**FAX:** 908-665-6421

**CENSUS TRACT:** 38101 & 38102

**CONTRACT START DATE:** Saturday, September 01, 2012

**CONTRACT FINISH DATE:** Saturday, August 31, 2013

**PROJECT SUMMARY / DESCRIPTION:** (Provide a concise narrative / description in sufficient detail of what is to be accomplished during the forthcoming program year without exceeding the space provided. This is important as it will be used in the Grantee Performance Report which is submitted to HUD)

The borough has provided seniors with transportation for twenty years, and the seniors depend on it. Two drivers are employed and serve as back-up for each other so that the service is consistent and reliable. In addition to scheduled trips, the bus also handles requests that are scheduled in advance. The age of active participants is increasing, as in the need for this service because of the lack of public transportation. Funds will be used to pay a portion of the bus drivers' salaries. As Borough employees, the drivers are paid as per standard Borough processes that include the submission of timesheets.

**012-246**

**BUDGET**

**UNION COUNTY DEVELOPMENT REVENUE SHARING**

BUDGET CATEGORIES	U.C.COMMUNITY DEVELOPMENT SHARE	AGENCY MUNICIPAL SHARE	OTHER FEDERAL FUNDS	TOTAL PROGRAM BUDGET
1. Administrative Salary				\$0.00
2. Administrative Fringe				\$0.00
3. Rent				\$0.00
4. Heat				\$0.00
5. Telephone				\$0.00
6. Travel / Vehicle Maintenance				\$0.00
7. Office Supplies (consumable)				\$0.00
8. Meals (CD Staff)				\$0.00
9. Supplies (non-office)				\$0.00
10. Equipment (non-office)				\$0.00
11. Consultant				\$0.00
12. Architect / Engineer				\$0.00
13. Project Salary				\$0.00
14. Project Fringe				\$0.00
15. Project Costs	\$3,900.00			\$3,900.00
				\$0.00
<b>TOTAL</b>	<b>\$3,900.00</b>			<b>\$3,900.00</b>

**THIS GRANT AGREEMENT is made and entered into on September 21, 2012, by and between the County of Union, Elizabeth, New Jersey, Grantee, hereinafter referred to as the County, and the:**

**Acct. #: D-12-56-812-245-919  
Planning Account #: 012-245**

**For New Providence Senior Enrichment Exercise Program  
hereinafter referred to as the subgrantee**

**APPROVED FOR THE  
SUBGRANTEE BY:**

**The Subgrantee agrees to operate a program under Title I of the Housing and Community Development Act of 1974, as amended, in accordance with the provisions of the GRANT AGREEMENT, the specific Scope of Services, General and Special Assurances and all other attachments hereto.**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

**ATTEST:**

**A. Obligation:**

\_\_\_\_\_  
**Name**

**1. The total amount of the CDBG grant is \$ 4,400**

\_\_\_\_\_  
**Title**

**2. These funds shall cover the period  
from 09/01/12  
to 08/31/13**

\_\_\_\_\_  
**Date**

**B. Modification:**

**APPROVED FOR THE  
COUNTY OF UNION BY:**

**All the terms of this agreement that apply to the Subgrantee shall also apply to any and all Subcontractors.**

\_\_\_\_\_  
**Alfred J. Faella, County Manager**

**ATTEST:**

**Borough of New Providence  
360 Elkwood Avenue  
New Providence, NJ 07974**

\_\_\_\_\_  
**Clerk**

**Attn: Mr. Douglas Marvin  
Administrator**

\_\_\_\_\_  
**Date**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**County Attorney**

# **COUNTY OF UNION**



## **GRANT AGREEMENT**

**FOR**

**COMMUNITY DEVELOPMENT**

**BLOCK GRANT PROGRAM**

**GRANT AGREEMENT COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM**

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**COUNTY OF UNION**  
**GRANT AGREEMENT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**PROGRAM**

**WITNESSETH, THAT:**

*WHEREAS*, the County has been granted sufficient funds under Title I of the Housing and Community Development Act of 1974, as amended, which it may legally expend for the purpose of completing the Community Development Activities referred to in the attached Statement of Work; and

*WHEREAS*, the aforementioned Subgrantee has submitted written proposals to do and perform or subcontract to be done and performed the work and services hereinafter described; and

*WHEREAS*, said work and services must be performed in conformance with all Federal, State and Local law as well as public policy; and

*NOW, THEREFORE*, in consideration of the mutual promises and other conditions, covenants and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

**General Provisions**

**1. Term of the Contract**

This contract will remain in effect from \_\_\_\_\_ to \_\_\_\_\_ or any period the Subgrantee has control over any CDBG funds, including program income.

**A. Compliance with Terms of Agreement. Suspension. Termination.**

In accordance with 24 C.F.R. § 85.43, suspension or termination may occur if the Subgrantee materially fails to comply with any term of the award.

## **B. Termination for Convenience**

This contract may be terminated for convenience in accordance with 24 C.F.R. Part 85.44. With respect to such action by the County, the Subgrantee shall be afforded an opportunity for such hearing or appeal to which the Subgrantee is entitled by applicable statute or regulation.

## **C. Termination of Program**

It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

## **D. Reporting and Accounting After Termination**

Notwithstanding anything herein to the contrary, upon termination of this agreement for any reason whatsoever, the Subgrantee agrees to cooperate fully in accounting for funds expended in the program under the contract and agrees to file and submit all such necessary final reports and data as may be required by the County or the Department of Housing and Urban Development.

## **E. References for Statutes and Regulations**

Compliance with all updated, applicable statutes, policies and regulations referred to in this agreement shall be the responsibility of the Subgrantee.

# **DUTIES OF SUBGRANTEE**

### **1. Contract Performance**

That the Subgrantee shall perform or shall subcontract for performance in accordance with the attached Statement of Work, which shall be made a part hereof as if fully set forth herein.

The statement of work shall include a description of the work to be performed, a schedule for completing the work, and a budget. These items shall be in sufficient detail to provide a sound basis for the recipient effectively to monitor performance under the agreement.

### **2. Amendments**

The County from time to time may request changes in the attached Scope of Services. Such changes including an increase or decrease in the amount of the Subgrantee's grant

amount shall be incorporated in written amendments hereto after approval by the above mentioned parties.

In order to minimize the delay occurred by submitting budget changes and contract extensions approved by the Community Development Revenue Sharing Committee (CDRS) shall be exempt from the formal amendment procedure. These budget modifications and contract extensions are the only exemptions allowed from the standard amendment procedure.

**3. Qualifications and performance by subcontractors**

A. All of the services required hereunder shall be performed by the Subgrantee, or his authorized Subcontractors, and all personnel engaged in the work must be fully qualified and authorized or permitted under State and/or local laws to perform such services.

B. The Subgrantee shall be responsible for ensuring that any subcontractors conform to the terms of this contract and all public policy considerations.

**4. Performance Bond**

A performance bond for all subcontracts in excess of \$7,500 shall be obtained by the Subgrantee and submitted to the County. In addition, a personal bond for at least one individual within the agency responsible for handling funds shall be obtained and submitted to the County.

**5. Uniform Administrative Requirements**

The Subgrantee shall comply with the uniform administrative requirements of 24 C.F.R. § 570.502 and the standards of:

A. OMB Circular No. A-87, "Principle for Determining Cost Applicable to Grants and Contracts with State, Local and Federally Recognize Indian Tribal Governments".

B. OMB Circular A-133, "Audits of State and Local Governments".

C. The Following sections of 24 CFR, Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local Governments;

1) Section 85.3, "Definitions";

- 2) Section 85.6, "Exceptions";
- 3) Section 85.12, "Special grant or subgrant conditions for 'high risk' grantees";
- 4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- 5) Section 85.21, "Payment," except as modified by Section 570.513;
- 6) Section 85.22, "Allowable Cost";
- 7) Section 85.26, "Non-federal audits";
- 8) Section 85.31, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- 9) Section 85.33, "Supplies";
- 10) Section 85.34, "Copyrights";
- 11) Section 85.35, "Subawards to debarred and suspended parties";
- 12) Section 85.36, "Procurement," except paragraph (a);
- 13) Section 85.37, "Subgrants";
- 14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- 15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- 16) Section 85.42, "Retention and access requirements for records";
- 17) Section 85.43, "Enforcement";
- 18) Section 85.44, "Termination for convenience";
- 19) Section 85.51, "Later disallowances and adjustments"; and
- 20) Section 85.52, "Collection of amounts due".

All **Non-governmental** Subgrantees shall comply with the requirements and standards of OMB Circular No. A - 122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular No. A-110, Attachment O, "Procurement Standards":

#### **6. Other Federal Requirements**

The Subgrantee shall carry out each activity in compliance with all Federal laws and regulations described in 24 C.F.R. Subpart K (24 C.F.R. § 600 et seq.), except that the Subgrantee is not responsible for:

- A. The environmental responsibilities described at 24 CFR 570.604; and
- B. Initiating the review process under the provisions of 24 C.F.R. Part 52.
- D. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subgrantee and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with

assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulation of the Department of Labor under 29 CFR parts 3, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirement of 29 CFR 5.5 and, for such contracts in excess of \$10,000.00 29CFR 5a3.

No award of the contract covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

#### **7. Reporting Requirements**

- A.** The Subgrantee shall submit to the County and the Union County Community Development Revenue Sharing Committee written progress reports in the form prescribed by the County quarterly for this agreement's duration.
- B.** That the Subgrantee, upon completion of said work and services, shall prepare and submit to the County a final written report outlining all information, exhibits, reviews of said project and related matters necessary, no later than 30 days after the completion of this contract.
- C.** The Subgrantee, if providing housing or commercial rehabilitation, shall provide the County with a completed Environmental Factors Checklist report on each property rehabilitated.
- D.** Copies of all notes, reports, computer programs or other technical data of the Subgrantee as well as other data concerning the work hereunder, shall be delivered to the County and the Community Development Committee upon request. The County shall have the right to use all or part thereof for any purpose without any claim on the part of the Subgrantee for additional compensation.
- F.** In the event of termination of this agreement all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other data prepared by the Subgrantee under this Agreement shall, at the option of the County, become its property.
- G.** No design, work, report, document, or other data produced in whole or in part with project funds shall be patented or copyrighted by the Subgrantee,

nor shall any notice or copyright be registered by the Subgrantee in connection with any report, document, or other data developed by it for this project.

**8. CFR Part 570.506 Records to Be Maintained**

Each Subgrantee shall establish and maintain sufficient records to enable the County to determine whether the Subgrantee has met the regulations of the U. S. Department of Housing and Urban Development, including all documentation needed for the Analysis of Impediments. At a minimum, the following records are needed:

- A. Records demonstrating, for an activity determined to benefit low and moderate income person, the income limits applied and the point in time when the benefit was determined.
- B. For an activity determined to benefit low and moderate income persons based on the area served by the activity, addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.
- C. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons:
  - 1) Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons for which the regulations provide presumptive benefit to low and moderate income persons; or
  - 2) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or
  - 3) Data showing the size and annual income of the immediate family of each person receiving the benefit.
- D. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons:
  - 1) A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multifamily structure assisted and the number of those units which will be occupied by low and

moderate income households after assistance;

2) For each unit occupied by a low and moderate income household. The size and income of the household;

3) For rental housing only:

a) The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b) Such information as necessary to show the affordability of Units occupied (or to be occupied) by low and moderate income households pursuant to criteria established and made public by the Subgrantee;

E. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the Subgrantee may provide the documentation described in either (1) or (2) below.

1) Where the Subgrantee chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include a copy of a written agreement containing:

a) A commitment by the business that at least 51% of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons;

b) A listing of job title of the permanent jobs to be created;

c) A listing by job title of the permanent jobs filled and which jobs filled and which jobs initially held by low and moderate income persons;

d) For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the job.

F. For each activity determined to benefit low and moderate income persons based on the retention of jobs:

1) Evidence that in the absence of CDBG, assistance jobs will be lost;

2) For each business assisted, a listing by job title of permanent jobs retained,

indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

- 3) For each retained job claimed to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;
- 4) For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph 2) above; and
- 5) Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

For those activities under 3) and 5) above, and in those instances where family size and income are required to prove benefit, the Subgrantee may, at its option, use any of the following documentation alternatives:

- 1) An address of the beneficiary, if the person resides in one of the 'presumptive benefit' areas; together with the Subgrantee's certification that the area meets the presumptive benefit tests (low-mod percentage/poverty level);
- 2) Evidence that the person was homeless immediately prior to receiving the benefit;
- 3) A certification/affidavit from the assisted person that their family income does not exceed the determination of low-and moderate-income for their family size;
- 4) A notice of referral from an agency who uses income qualifications that are equivalent to HUD's definitions of low-and moderate-income;

- 5) Evidence that the person was a referral from and/or a client of an agency involved in implementing the Jobs Training Partnerships Act (JPTA) or its successors.

**G.** For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area:

- 1) The boundaries of the area; and
- 2) A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.208(b) (1).

**H.** For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight in a slum or blighted area:

- 1) The local definition of "substandard";
- 2) A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and
- 3) Details and scope of CDBG assisted rehabilitation, by structure.

**I.** For an activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area:

- 1) A description of the specific condition of blight or physical decay treated; and
- 2) For rehabilitation carried out under the category, a description of the specific conditions detrimental to public health and safety which were corrected.

**J.** For an activity determined to meet a community development need having a particular urgency:

- 1) The nature and degree of seriousness of the condition requiring assistance;
- 2) Evidence that the recipient certified that the CDBG activity was designed to address the urgent need;

- 3) Information on the timing of the development of the serious condition; and;
- 4) Evidence confirming that other financial resources to alleviate the need were not available.

**K.** For an activity determined to meet the requirements for a special economic development activity:

1) The activity must meet public benefit standards for each individual project, such that

- a) The activity results in the creation or retention of full-time equivalent, permanent jobs at a cost of less than \$50,000 per created/retained job; or
- b) The activity provides goods and services to residents of an area, such that the cost per low- and moderate-income person served is less than \$1,000.

2) Alternatively, the activities, in the aggregate, must meet public benefit standards, such that

- a) The activities result in the creation or retention of full-time equivalent, permanent jobs at a cost of less than \$35,000 per created/retained job; or
- b) The activities provide goods and services to residents of an area, such that the cost per low- and moderate-income person served is less than \$350.

**L.** Records, which demonstrate that the recipient has made the determinations required as a condition of eligibility of certain activities, as prescribed in 570.201, 570.202(b), 570.203(b), 570.204(a), and 570.206(f).

**M.** Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

**N.** Records which demonstrate compliance with the County's Citizen Participation Plan.

**O.** Records which demonstrate compliance with the requirements in 570.606(d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

**P.** Fair housing and equal opportunity records containing:

- 1) Documentation of the actions the recipient has carried out with its housing and community development and other resources to remedy or

ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904(c).

- 2) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from any program or activity funded in whole or part with CDBG funds.
- 3) Data on employment in each of the recipient's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part.
- 4) Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.
- 5) Documentation of actions undertaken to meet the requirements of 570.607(b) relative to the hiring and training of lower income residents and the use of local businesses.
  - 6) Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$10,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken pursuant to OMB Circular A-102, Attachment O, paragraph 9 and Executive Orders 11625, 12432 and 12138 to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services.

**Q.** Records required to be maintained in accordance with other applicable laws and regulations set forth in 24 C.F.R. Part 570.600- 570.614 Subpart K

**R.** All documentation necessary for the Analysis of Impediments.

## **9. Retention of Records**

Financial records, supporting documents statistical records, and all other records pertinent to the grant agreement shall be retained by the Subgrantee for a period of three years from the date of its annual performance report except as follows:

- A. Records that are the subject of audit findings shall be retained for three seven years or until such audit findings have been resolved, whichever is later.
- B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.
- C. Records for any displaced person shall be retained for three years after he/she has received final payment.

## **10. Inspection Fees**

Inspection fees incurred by the Subgrantee relating to the project shall not be paid by the County/Grantee.

## **11. Insurance and Indemnification**

The Subgrantee or Subcontractor, agrees to provide and pay for Subgrantee Liability and Automobile Liability Insurance covering Bodily Injury Limits in the amount of \$100,000.00/\$300,000.00 and Property Damage in the amount of \$100,000.00. The Subgrantee or Subcontractor at the same time shall also provide proof of Statutory Workmen's Compensation Insurance. The aforesaid insurance shall provide adequate protection for the Subgrantee or Subcontractor and the County against all claims, demands, liabilities and damage to persons and property arising out of, in connection with or from the performance of this Agreement, and shall provide that the County shall be indemnified and held harmless from any judgment or costs including counsel fees. The Subgrantee or subcontractor shall maintain such insurance in full force and effect until the final completion or termination of all work and services hereunder. The Subgrantee or subcontractor agrees to deliver to the County, the certificate or certificates from the insurance company writing the policies aforementioned, certifying that such policies shall not be terminated by the company or companies during the term of this Agreement without ten (10) days prior written notice to the County. In the event such insurance coverage shall be so terminated during the term of this Agreement. The Subgrantee does hereby authorize the County to procure such insurance and to deduct the cost thereof from any funds due and owing pursuant to this Agreement, or, in the alternative, to terminate this Agreement.

## **12. Flood Disaster Protection:**

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 42 USC 4106). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified are in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102 (a) of said Act (42 USC 4012 a).

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001a et. seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102 (a) of the Flood Disaster Protection Act of 1973 (42 USC 4012 a). Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

## **13. Requests for Payment**

The County hereby agrees to pay to the Subgrantee, and the Subgrantee hereby agrees to accept for the services and disbursements herein a sum not to exceed the amount specified on the face sheet of this Agreement.

The Subgrantee shall only request advance funds which are needed for immediate use, and will abide by all regulations promulgated by the Federal Government regarding letters of credit and cash management procedures. Funds shall be paid to the Subgrantee after receipt of a properly executed county voucher and a cash request form. Said documents shall be provided to the Subgrantee and must be received by the County approximately two weeks prior to the expected payment date.

It is further understood and agreed that the Subgrantee shall reimburse the County, within 45 days of receipt of written notice for said reimbursement, for any and all costs relative to this contract which may be required to be repaid by the County to the U. S. Department of Housing and Urban Development pursuant to the regulations thereof, provided the Subgrantee shall not be required to make any such reimbursement if the project which forms the subject of this subcontract was reviewed and approved by the

County and the reimbursement is sought because the project was later determined to not comply with Federal Regulations establishing eligibility for the grant.

At the conclusion of any contract, funds for which expenses have been properly incurred by the Subgrantee, but no reimbursement has yet been made by the grantee, are considered to be unliquidated obligations. All unliquidated obligations must be satisfied within 90 days by the grantee; all bills, invoices, vouchers and documentation must be submitted to the County, by the Subgrantee, within 60 days of the end of the contract period.

**14. Data Availability**

The County shall cooperate with the Subgrantee by making available all relevant records, information and other statistics or data within its jurisdiction and control.

**15. Interest of Members, Officers or Employees of Grantee Members of Local Governing Body or Other Public Officials**

A. In the procurement of supplies equipment, construction and services by Subgrantees the conflict of interest provisions of 24 CFR 85.36 and OMB Circular A-110 respectively shall apply. (Copies of the above-cited references are attached).

B. In all cases not covered by 24 CFR 85.36 and/or OMB Circular A-110, the following provisions shall apply;

*No person who is an employee, agent, consultant, officer or elected or appointed public official of the Subgrantee or any of its agencies, departments or bureaus who exercise or have exercised any functions or responsibilities with respect to the CDBG activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, shall have or obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds therefrom either for themselves or for those with whom they have family or business ties during their tenure or for one year thereafter.*

Exceptions to the provisions set forth in paragraph b. may, upon written request be granted by HUD on a case-by-case basis in accordance with provisions and procedures of 24 CFR 570.611(d).

C. The Subgrantee shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

## **16. Contract Solicitation**

The Subgrantee herein warrants that no person has been employed to solicit or secure this Agreement in a manner which would be in violation of the provisions of Section 10, Chapter 48 of the laws of 1954.

- A. Cost incurred by Subgrantee during suspension or after termination of award is not allowable unless expressly authorized by the County in the notice of suspension or termination. However, cost resulting from obligations properly incurred by the Subgrantee before the effective date of suspension or termination, and not in anticipation of such action may be allowed if they are non-cancelable; and
- B. The cost would be allowable if the award were not suspended or terminated.

## **17. Program Income**

- A. Program Income is as defined in 24 CFR 570.500 (a) (copy attached).
- B. Interest earned on grant funds shall be returned to the County.

Interest earned by the County on lump sum deposits drawn down for the financing of privately owned property rehabilitation activities, as allowed by HUD under Section 570.513 of the Community Development Block Grant Regulations, shall be disbursed proportionately to the participating Subgrantees and shall be used only for rehabilitation activities in accordance with the provisions of the scope of services approved for funding.

Proceeds from the sale or other disposition of personal property shall be governed in accordance with CFR 85.32.

All other Program Income, as defined in CFR 570.500 (a), earned during any period under which the County is assisted, shall be retained by the County and shall be added to funds committed to the program and be used in accordance with provisions of its Grant Agreement with BUD, except that, at its option, the County may designate that Program Income be retained by the Subgrantee. Where the County so designates, the contract shall specify. Transfers of grant funds by the County to the Subgrantee shall be adjusted according to the principles described in paragraphs (b) (2) (I) (ii) of 570.504 which provide as follows:

- 1) Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U. S. Treasury. However, Program Income may also be used for another eligible activity, provided that the amount specified first be returned to the County and, a new proposal

describing the eligible activity and a new scope of services has been approved by the Community Development Revenue Sharing Committee. As in all other applications, a new contract or where appropriate, no indication of an existing contract shall be executed to cover the new scope of services. All funds not used by the project will be returned to the municipality for deposit in their CD Program Income Account. Recipients shall record the receipt and expenditures of revenues related to the program (such as taxes, special assessment, levies, fines, etc.) as part of the program transactions. A copy of these records shall be submitted to the County upon preparation.

**2) Treatment of Revolving Loan Funds and Program Income**

The Revolving Loan Fund (RLF) consists of funds originated by CDBG allocations, loaned for eligible purposes, with principle and interest payments made by borrowers back into the Fund for additional loans. These repayments are considered Program Income. The cash balance of the RLF shall be held in an interest-bearing account. The Subgrantee shall report at least quarterly as to the amount of interest made on the RLF cash balance. Since interest on the cash balance is considered interest on a grant advance, the Subgrantee shall, annually, remit the interest earned to the County for remittance to the U. S. Treasury. The Subgrantee shall not be required to return RLF Program Income to the County so long as the Revolving Loan Fund is operative but, rather, shall place it into the RLF interest-bearing account in order to make additional loans available to benefit low and moderate-income persons. The Subgrantee shall report quarterly to the County as to the cash balance on-hand, loan encumbrances/obligations, loan disbursements, loan repayments and such other disbursements permitted and necessary to achieve the objectives of the RLF.

**18. Reversion of Assets**

Upon the expiration of the within agreement, the Subgrantee shall transfer to the County any CDBG funds on hand, at the time of the expiration, and any accounts receivable attributable to the use of CDBG funds. In addition, Subgrantee shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

This agreement covers both annual activities, Program Income and any Revolving Loan Fund to be operated by the Subgrantee.

With respect to Program Income and Revolving Loan Funds, they are considered to be assets of the County under the care and administration of the Subgrantee. The

Subgrantee shall continue to care for and administer the RLF until and unless either of the following occurs:

- A. The County and Subgrantee expressly terminate their obligations to maintain a Revolving Loan Fund for the purpose of making loans to eligible businesses to benefit low- and moderate-income persons.
- B. The Subgrantee disbands, ceases to function, or terminates operation.

In either case above, the Subgrantee shall be obligated to protect and defend RLF assets against any liens and creditors, and shall transfer to the County all assets of the Revolving Loan Fund including program income and interest advances on the cash balance of the RLF.

The Subgrantee shall not transfer CDBG funds on hand, accounts receivable attributable to the use of CDBG funds, equipment or unutilized supplies purchased by the use of CDBG funds, or any assets of the Revolving Loan Fund to any other entity (private or public) or charitable organization, or subsidiary, without the express written permission of the County.

Any real property under Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall either:

- A. Be used to meet one of the national objectives contained in 24 CFR 570.90 until five years after the expiration of the agreement or such longer period as determined appropriate by the Subgrantee; or
- B. Be disposed of in a manner that results in the County being reimbursed in the amount of the fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five year period set forth in a. above.

#### **19. Special Assessments:**

The Subgrantee agrees to comply with the following policies related to special assessment under CDBG Program.

The term "special assessment" means the recovery of the capital cost of the public improvements, such as street, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvements, or a one-time charge made as a condition or access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate property, or ad valorem taxes, and does not include periodic charges based on the use of a public

improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

A. Special assessments to recover capital cost. Where CDBG funds are used to pay all or part of a public improvement, special assessments may be imposed as follows:

- 1) Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income and any funds received shall be returned to the County.
- 2) Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessments in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

B. Public improvements not initially assisted with CDBG funds. The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

- 1) The installation of the public improvements carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirement;
- 2) The installation of the public improvement meets criterion for nation objectives.
- 3) The requirements of A 2 above are met.

## **20. Citizen Participation**

The Subgrantee, if a municipality, agrees to comply with the requirements of the Participation Plan as adopted by the Union County Community Development Revenue Sharing Committee.

## **21. Displacement**

The Subgrantee shall in accordance with the guidelines set forth in 24 CFR 570.305 develop a policy to mitigate and minimize the effects of displacement of persons from their homes and neighborhoods by virtue of displacement as defined in 24 CFR 570.612.

## **22. Program Cancellation**

It is understood that this agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the County reserves the right to cancel this agreement on five days notice effective immediately, and in such event the County shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation.

## **23. Subgrantee Audit**

Subgrantees who receive contracts from the County totaling \$300,000.00 or more a year, whether in Federal, State, or County financial assistance shall have an audit made in accordance with the Single Audit Act of 1996, (Circular A-133). The Single Audit shall be conducted in the manner specified in Federal OMB Circular A-133, Audits of States and Local Governments, and State of New Jersey OMB Circular 97-08 or Federal OMB Circular A-110.

Uniform requirements for Grants and Agreements with Institutions or Higher Education, Hospitals, and other Non-Profit Organizations.

- A. For Grantees who expend more than \$100,000 in combined Federal and NJ DSH funding, but less than \$300,000, the County of Union requires a Financial Statement Audit in accordance with Government Auditing Standards.
- B. A copy of the Single Audit or the Financial Statement Audit must be submitted to the County of Union, Department of Finance, and Division of Community Development annually.

## **24. Assurances to be Part of Agreement**

The Special Assurances attached hereto are hereby made part of this Grant Agreement. Subgrantee in said General and Special Assurances shall apply to and include all Subgrantees and subcontractors of the Subgrantee.

## **25. Non-assignment**

The Subgrantee shall not assign or sublet any obligation under or interest in this Agreement, whether by assignment or novation, without the prior written consent of the County.

## **26. Acknowledgement**

- A. The Subgrantee agrees to give credit to the Union County Board of Chosen Freeholders in all published materials, signs, and announcements of the Subgrantee regarding projects for which CDBG funds are used. The acknowledgement should read as follows:

*This project is made possible by a Community Development Block Grant from the Union County Board of Chosen Freeholders.*

- B. The Subgrantee agrees to invite the Department of Parks and Community Renewal, Division of Planning & Community Development, Bureau of Community Development to dedication ceremonies, groundbreaking and grand openings or re-openings of all projects which CDBG funds are used.
- C. The Subgrantee agrees, in accordance with local ordinances, to allow the County to post sign during the construction phase of all projects for which CDBG funds are used, with the exception of funds used on privately owned residential units. The sign will indicate that the Division of Planning & Community Development, Bureau of Community Development, and/or the Union County Board of Chosen Freeholders funded the project, either partially or in full, whichever is applicable. Aforementioned signs will be provided for and placed by the County and will remain the property of the County of Union.

## **27. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:**

This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval. The agreement is also subject to, where applicable, provisions of the Davis-Bacon Act (40 USC 276a) and the Contract Work Hours and Safety Standards Act (40 USC 327).

The Subgrantee shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the section 3 clause set forth in 24 CFR 135 20 (b) and (c).

The Subgrantee shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the section 3 clause.

**28. Lead-Based Paint Hazards:**

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the provisions of the Lead Based Poisoning Prevention Act (42 USC 4831 (b) and HUD Lead-Based Paint Regulations, 24 CFR Part 35, Subpart B). Any grants or loans made by the Subgrantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations, and the Subgrantee shall be responsible for the inspections and certifications required under section 35.14 (f) thereof.

**29. Compliance with Air and Water Acts:**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Subgrantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

- A. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15 20.
- B. Agreement by the contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 USC 1857) and section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued hereunder.
- C. A stipulation that as a condition for the award of the contract prompt

notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

- D. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

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

### **30. Affirmative Action**

Pursuant to P.L. 1975, c. 127 (N.J.A.C. 117:27), The Subgrantee/ Provider agrees to comply, during performance of this contract with the following:

- A. The Subgrantee/ Provider, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee/ Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause; and
- B. Subgrantee Provider, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin,

ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

- C. The Subgrantee/ Provider, where applicable, will send to each labor union or representation or workers with which it has a collective bargaining agreement or contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers; representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment; and
- D. The Subgrantee/ Provider, where applicable, agrees to comply with the regulations promulgated by the treasure pursuant to N.J.S.A 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act; and
- E. The Subgrantee/ Provider, where applicable, agrees to attempt in good faith to employ minorities and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasure pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time; and
- F. The Subgrantee/ Provider agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor union, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that It will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices; and
- G. The Subgrantee/ Provider agrees to revise and of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by applicable Federal law and applicable Federal court decisions; and
- H. The Subgrantee/ Provider agrees to review all procedures relating to transfer, upgrading and downloading and layoff to ensure that all such

actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with applicable employment goals consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions; and

- I. The Subgrantee/ Provider shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
  
- J. When hiring or scheduling workers for construction purposes, the Subgrantee/ Provider agrees to make good faith efforts to employ minority and women workers consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided however that the Division may, in its discretion, exempt a Subgrantee/ Provider from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Division is satisfied that the Subgrantee/ Provider is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Subgrantee or Provider agrees that a good faith effort shall include compliance with the following procedures:
  - (A) If the Subgrantee/ Provider has a referral agreement or arrangement with a union for a construction trade, the Subgrantee/ Provider shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Subgrantee/ Provider as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Subgrantee/ Provider is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Subgrantee/ Provider agrees to afford equal employment opportunities minority and women workers directly, consistent

with this chapter. If the Subgrantee's/ Provider's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Subgrantee/ Provider agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Subgrantee/ Provider further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- a. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- b. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- c. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Subgrantee/ Provider has a referral agreement or arrangement with a union for the construction trade;
- d. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- e. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and

- non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- f. To adhere to the following procedure when minority and women workers apply or are referred to the Subgrantee/ Provider:
- (i) The Subgrantee/ Provider shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Subgrantee/ Provider shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Subgrantee/ Provider shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the Subgrantee/ Provider shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- g. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on

forms made available by the Division and submitted promptly to the Division upon request.

- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Subgrantee/ Provider from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the Subgrantee/ Provider shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The Subgrantee/ Provider also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The Subgrantee/ Provider agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.
- D. The Subgrantee/ Provider shall furnish such reports or other documents to the Division of Public Contracts Equal Employment

Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

**31. Compliance with Section 109 of the Housing and Community Development Act of 1974:**

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

**32. Compliance with Executive Order 11063:**

The Subgrantee will comply with Executive Order 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107.

**33. Compliance with Non-Discrimination Based on Handicap or Familial Status:**

The Subgrantee agrees not to discriminate on the basis of handicap or familial status in planning and carrying out the project described in Section 1, as required by the Fair Housing Amendments Act of 1988 (implemented as 24 CFR Part 14 et al) And Section 504 of the Rehabilitation Act of 1973 (Implemented as 24 CFR Part 8). Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

**34. Obligations of Subgrantee with Respect to Certain Third Party Relationships:**

The Subgrantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Subgrantee. Any Subgrantee which is not the Applicant, shall comply with all lawful requirements of the Applicant necessary to insure that the program with respect to which assistance is being provided under the agreement

to the Subgrantee is carried out in accordance with the Applicant's Assurances and Certifications.

**35. Interest of Certain Federal Officials:**

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

**36. Prohibition Against Payments of Bonus or Commission:**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical consultant, managerial or other such service, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

**37. Equal Employment Opportunity:**

During the performance of this contract, the contractor agrees as follows the Equal Employment Opportunity Guidelines as follows:

- A. The Subgrantee/ Provider will recruit, hire, train, assign and promote persons in all job classification without regard to race, religion, color, national origin, ancestry, age, sex, marital status, or political affiliations/ beliefs; and
- B. Hiring and assignment shall be based solely on consideration ability, performance and relation of job requirements without regard to race, religion, color, national origin, ancestry, age, sex, marital status, or political affiliations/beliefs; and
- C. Promotions and Seniority shall be based solely on valid job related criteria without regard to race, religion, color, national origin, ancestry, age, sex, marital status, or political affiliations/beliefs; and
- D. The contractor will comply with all provisions, of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; and

- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders; and
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and
- G. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Subgrantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Subgrantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subgrantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Subgrantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, and regulation 41 CFR 60 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and

subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the Subgrantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Subgrantee under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Subgrantee; and refer the case to the Department of Justice for appropriate legal proceedings.

## SPECIAL ASSURANCES

### COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1. **Procurement Standards:**

The Subgrantee shall comply with the requirements of 24 CFR 85.36 with the exception of paragraph a

2. **Audit:**

A. The Secretary of Housing & Urban Development, the Comptroller General of the United States, the Union County Manager or any of his duly authorized representatives shall have access to all books, accounts, records, reports, files and other papers or property of Subgrantees and contractors pertaining to funds provided under this Grant Agreement for the purpose of making surveys, audits, examinations excerpts and transcripts.

B. Subgrantee Financial Management systems shall provide for audits, to be made by the County or at its direction in accordance with audit guidelines prescribed by HUD.

3. **Hatch Act:**

Neither the Community Development Program nor the funds provided therefore. Nor the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of the United States Code.

4. **Architectural Barriers Act of 1968:**

The Subgrantee will assure that the design of any facility constructed will comply with the "American Standard for making buildings and facilities accessible and usable by the physically handicapped," number A-117 1R (as modified C41 CFR 101-19 603).

5. **Certification Regarding Lobbying:**

The Subgrantee certifies; to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subgrantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**6. Section 906 of the Cranston-Gonzalez National Affordable Housing Act:**

The Subgrantee agrees to cooperate with the policy prohibiting the use of excessive force and the policy of enforcing state and local laws against physically barring entrance to or exit from a facility subject to non-violent civil rights demonstrations in accordance with Section 906 of the Cranston-Gonzalez National Affordable Housing Act.

**UNION COUNTY**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**CD YEAR - F.Y. XXXVIII (38)**  
**SCOPE OF SERVICE / CONTRACT INFORMATION**

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**PROJECT:** New Providence Senior Enrichment Exercise Program

**SUBGRANTEE:** New Providence

**ACCOUNT NO.:** 012-245

**GRANT AMOUNT:** \$4,400.00

**SUBCOMMITTEE:** Soc Ser

**CONTACT PERSON:** Mr. Douglas Marvin

**TITLE:** Administrator

**ADDRESS:** Borough of New Providence  
360 Elkwood Avenue  
New Providence, NJ 7974

**TELEPHONE:** 908-665-1400

**EMAIL:** dmarvin@newprov.org

**FAX:** 908-665-9272

**CONTACT PERSON:** Ms. Peggy Brodeur

**TITLE:** Senior Center Director

**PROJECT SITE:** New Providence Senior Citizen Center

15 E. Fourth Street  
New Providence, NJ 7974

**TELEPHONE:** 908-556-0046

**EMAIL:** pbrodeur@newprov.org

**FAX:** 908-665-6421

**CENSUS TRACT:** 38101 & 38102

**CONTRACT START DATE:** Saturday, September 01, 2012

**CONTRACT FINISH DATE:** Saturday, August 31, 2013

**PROJECT SUMMARY / DESCRIPTION:** (Provide a concise narrative / description in sufficient detail of what is to be accomplished during the forthcoming program year without exceeding the space provided. This is important as it will be used in the Grantee Performance Report which is submitted to HUD)

This grant is to assist with funding programs that have been offered to the senior citizens at no cost to them.

Art, crafts and exercise classes have all experienced steady enrollment and are consistently popular. All

instructors are experienced in working with the seniors, and the faculty is able to host all the activities. If

funding should cease, classes would need to be cancelled, or seniors would be charged to participate which

would likely result in many of them not participating and benefiting from them. Funds will be used to pay the

instructors's salaries.

**012-245**

## BUDGET

### UNION COUNTY DEVELOPMENT REVENUE SHARING

BUDGET CATEGORIES	U.C.COMMUNITY DEVELOPMENT SHARE	AGENCY MUNICIPAL SHARE	OTHER FEDERAL FUNDS	TOTAL PROGRAM BUDGET
1. Administrative Salary				\$0.00
2. Administrative Fringe				\$0.00
3. Rent				\$0.00
4. Heat				\$0.00
5. Telephone				\$0.00
6. Travel / Vehicle Maintenance				\$0.00
7. Office Supplies (consumable)				\$0.00
8. Meals (CD Staff)				\$0.00
9. Supplies (non-office)				\$0.00
10. Equipment (non-office)				\$0.00
11. Consultant				\$0.00
12. Architect / Engineer				\$0.00
13. Project Salary				\$0.00
14. Project Fringe				\$0.00
15. Project Costs	\$4,400.00			\$4,400.00
				\$0.00
<b>TOTAL</b>	<b>\$4,400.00</b>			<b>\$4,400.00</b>