

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2017-189

Council Meeting Date: 07-17-2017

Date Adopted: 07-17-2017

TITLE: RESOLUTION APPROVING CONTRACTS WITH THE COUNTY OF UNION FOR COMMUNITY DEVELOPMENT BLOCK GRANTS FOR THE PERIOD OF SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2018

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson Madden.

WHEREAS, the Borough of New Providence has been awarded Community Development Block Grants for the period September 1, 2017 through August 31, 2018 for the following projects:

Senior Citizen High Risk Health Fair & Health Care Program	\$ 5,000.00
Senior Citizen Social Services Program	\$ 7,300.00
DeCorso Senior Center Kitchen Rehabilitation	\$ 30,000.00

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 17th day of July, 2017.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO			X	
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 17th day of July, 2017.

Wendi B. Barry, Borough Clerk

THIS GRANT AGREEMENT is made and entered into on September 1, 2017, by and between the County of Union, Elizabeth, New Jersey, Grantee, hereinafter referred to as the County, and the: *Borough of New Providence*

Acct. #: D-12-56-817-247-919
Planning Account #: 017-247

for *Senior Citizen High Risk Health Care Program & Fair*
hereinafter referred to as the subrecipient

APPROVED FOR THE
SUBRECIPIENT BY:

The Subrecipient 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

ALLEN MORGAN

Name

MAYOR

Title

ATTEST:

A. Obligation:

Name WENDI B BARRY

1. The total amount of the CDBG grant is \$ 5,000

BOROUGH CLERK

Title

2. These funds shall cover the period from *09/01/17* to *08/31/18*

Date

B. Modification:

APPROVED FOR THE
COUNTY OF UNION BY:

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

Alfred J. Faella, County Manager

Borough of New Providence
360 Elkwood Ave
New Providence, NJ 07974

ATTEST:

Attn:

Clerk

Ms. Janice Gironda
New Providence PHN

Date

APPROVED AS TO FORM:

County Attorney

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 a 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.

017-247

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
TOTAL	\$5,000.00			\$5,000.00

**UNION COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CD YEAR – F.Y. 2017 (43)**

SCOPE OF SERVICE/CONTRACT INFORMATION

PROJECT: Senior Citizen High Risk Health Care Program & Fair

SUBGRANTEE: Borough of New Providence

ACCOUNT NO: 017-247

GRANT AMOUNT: \$5,000

SUBCOMMITTEE: Social Services

CONTACT PERSON: Ms. Janice Gironda
TITLE: New Providence PHN

ADDRESS: Borough of New Providence
360 Elkwood Ave
New Providence, NJ 07974

TELEPHONE: 908-743-1049
EMAIL: jgironda@newprov.org
FAX: 908-665-9272

CONTACT PERSON: Ms. Janice Gironda

TITLE: New Providence PHN

PROJECT SITE: Borough of New Providence

ADDRESS: 360 Elkwood Ave
New Providence, NJ 07974

TELEPHONE: 908-743-1049
EMAIL: jgironda@newprov.org
FAX: 908-665-9272

CENSUS TRACT:

CONTRACT START DATE: September 1, 2017 **CONTRACT FINISH DATE:** August 31, 2018

COUNTY OF UNION



GRANT AGREEMENT

FOR

COMMUNITY DEVELOPMENT

BLOCK GRANT PROGRAM

COUNTY OF UNION

GRANT AGREEMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WITNESSTH, THAT:

WHEREAS, the County has been granted sufficient funds under Title I of the Housing and Community Development Act of 1974, as amended, (CDBG) 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 Subrecipient 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 be in effect as indicated on the attached "Grant Agreement Signature Form" or any period the Subrecipient has control over any CDBG funds, including program income.

2. Compliance with Terms of Agreement. Suspension. Termination.

In accordance with 2 C.F.R. §200.238 and 200.339, suspension or termination may occur if the Subrecipient materially fails to comply with any term of the award.

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

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 Subrecipient under this Agreement shall, at the option of the County, become County property.

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

3. Termination for Convenience

This Agreement may be terminated by either party if the Subrecipient and County mutually agree in writing to its termination and upon the termination conditions, including the effective date as indicated on the grant agreement signature form and in the case of partial termination, the portion to be terminated.

4. 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 in whole or in part 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.

5. Reporting and Accounting After Termination

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

6. 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 Subrecipient.

7. Copyrights and Patents

No design, work, report, document, or other data produced in whole or in part with project funds shall be patented or copyrighted by the Subrecipient, nor shall any notice or copyright be registered by the Subrecipient in connection with any report, document, or other data developed by it for this project.

DUTIES OF SUBRECIPIENT

8. Performance

That the Subrecipient 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.

9. 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 Subrecipient's grant amount shall be incorporated in written amendments hereto after approval and execution by both parties.

In order to minimize the delay, budget changes (that do not increase budget total) and extensions approved by the Community Development Revenue Sharing Committee (CDRS) shall be exempt from the formal amendment procedure. These budget modifications and extensions are the only exemptions allowed from the standard amendment procedure.

10. Qualifications and performance

All of the services required hereunder shall be performed by the Subrecipient, 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. The Subrecipient shall be responsible for ensuring that any subcontractors conform to the terms of this contract and all public policy considerations.

11. Performance Bond

A performance bond for all subcontracts in excess of \$100,000 shall be obtained by the Subrecipient 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.

12. Uniform Administrative Requirements

The Subrecipient shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

The Subrecipient shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Scope of Services is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation

and internal monitoring of the Scope of Services and prompt, appropriate action when instances of noncompliance are identified.

The Subrecipient shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

The Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the County designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The Subrecipient shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- name of the pass-through entity, if any.

The Subrecipient shall follow written financial management policies and procedures that, at a minimum, provide for:

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

13. Other Federal Requirements

The Subrecipient agrees to administer the Scope of Services in compliance with the following federal program requirements:

- A. Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to

programs or activities receiving Federal financial assistance under Title I programs.

- B. Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.
- C. Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.
- D. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135. The Subrecipient 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 Subrecipient 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.

- E. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.
- F. Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.
- G. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).
- H. A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).
- I. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

- J. 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). Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subrecipient 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.

If wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates. The Subrecipient 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 29 CFR 5a3.

14. Reporting Requirements

The Subrecipient shall submit to the County written progress reports, in the form prescribed by the County, on a quarterly basis for this Agreement's duration.

The Subrecipient, 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 Agreement.

The Subrecipient, if providing housing or commercial rehabilitation, shall provide the County with a completed Environmental Factors Checklist report on each property rehabilitated.

Copies of all notes, reports, computer programs or other technical data of the Subrecipient 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 Subrecipient for additional compensation.

15. Records to Be Maintained

The Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient administers the Statement of Work in compliance with the CDBG requirements and in a manner that meets one of the CDBG national objective(s) of 24 CFR 570.208. Records to be Maintained are more fully described at 24 CFR Part 570.506.

The Subrecipient shall maintain records to document compliance with other applicable laws and regulations set forth in 24 C.F.R. Part 570.600- 570.614 Subpart K.

16. Retention of Records

The Subrecipient shall retain all project files, financial records, and any other documents related to this Agreement for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the 3 year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
- When the Subrecipient is notified in writing by the County to extend the retention period; and
- Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

17. Inspection Fees

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

18. Insurance and Indemnification

The Subrecipient or Subcontractor, agrees to provide the following levels of insurance:

Commercial General Liability (CGL): Coverage for all operations including, but not limited to contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$5,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants shall be included as an additional insured.

Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.

Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

The aforesaid insurance shall provide adequate protection for the Subrecipient 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 Subrecipient shall maintain such insurance in full force and effect until the final completion or termination of all work and services hereunder. The Subrecipient 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 Subrecipient 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.

19. 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.

20. Requests for Payment

This program is a reimbursement program. Requests for payment must be submitted with back-up material such as invoices or receipts supporting the funds that are requested and proof of payment to vendor or contractor. Once payment request is received, it is reviewed by the Community Development staff to ensure that the request fits within the parameters of the contract and that the work has been completed. Payment request should be made in a timely manner.

The County hereby agrees to pay to the Subrecipient, and the Subrecipient 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.

An authorized official for the Subrecipient must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The Subrecipient 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 Subrecipient after receipt of a properly executed County voucher and a cash request form. Said documents shall be provided to the Subrecipient and must be received by the County approximately two (2) weeks prior to the expected payment date.

At the conclusion of any contract, funds for which expenses have been properly incurred by the Subrecipient, 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 County. All bills, invoices, vouchers and documentation must be submitted to the County, by the Subrecipient, within 60 days of the end of the contract period.

21. Repayments

The Subrecipient shall reimburse the County, within 45 days of receipt of written notice for said reimbursement, for any and all costs relative to this Agreement 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 Subrecipient shall not be required to make any such reimbursement if the project which forms the subject of this Agreement 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.

22. Data Availability

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

23. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient. If the Subrecipient has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure the Subrecipient is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG assisted activity, or with respect to the proceeds of the CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the County may grant an exception to the conflict of interest provisions on a case-by-case basis.

The Subrecipient 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.

24. MANDATORY DISCLOSURES

The Subrecipient shall provide written notice to the County within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards under the County's control.

25. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by the Subrecipient concerning the County under this Agreement shall not be made available to any individual or organization by the Subrecipient without first submitting them to the County for approval.

26. Contract Solicitation

The Subrecipient 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.

27. Program Income

Any income generated by the Subrecipient from the use of CDBG funds governed by this Agreement shall be considered CDBG program income, as defined in 24 CFR 570.500 (a).

The Subrecipient shall deposit all CDBG program income in a designated CD Program Income Account. Recipients shall record the receipt of all program income as part of the program transactions. A copy of these records shall be submitted to the County on a monthly basis.

The Subrecipient agrees to remit all CDBG program income to the County on a monthly basis. The County agrees to make an amount of CDBG funds available to the Subrecipient for additional eligible CDBG activities, provided that a new proposal describing the eligible activity and a new scope of services has been approved by the Community Development Revenue Sharing Committee. An amendment to this Agreement or a new agreement shall be executed to cover the new scope of services, as applicable.

28. Closeout and Reversion of Assets

The County will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the Subrecipient. Unless provided an extension through written notification by the County, the Subrecipient shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to the County any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, Subrecipient's obligations to the County shall not terminate until all closeout requirements are completed. The following obligations of the Subrecipient shall survive the termination of this Agreement:

- Subrecipient's indemnity obligations;
- the obligation to cause audits to be performed relating to Subrecipient's activities and costs under this Agreement;
- the obligation to repay to the County any CDBG proceeds improperly disbursed to Subrecipient or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under the Subrecipient control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five (5) years of the close out of this Agreement, the Subrecipient shall reimburse the County a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended for the overall acquisition and improvement cost of the property.

29. Citizen Participation

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

30. Displacement

The Subrecipient 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.

31. Audit

Within thirty (30) days of the close of the Subrecipient's fiscal year, the Subrecipient shall provide to the County a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official of the Subrecipient.

The Subrecipient agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if the Subrecipient expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. The Subrecipient shall submit a copy of the audit to the County and the Federal Audit Clearinghouse (FAC) within thirty (30) calendar days after receipt of the auditor's report(s). The Subrecipient shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The County shall issue a management decision for audit findings that relate to this Agreement within six (6) months of acceptance of the audit report by the FAC.

32. Assurances to be Part of Agreement

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

33. Non-assignment

The Subrecipient 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.

34. Acknowledgement

The Subrecipient agrees to give credit to the Union County Board of Chosen Freeholders in all published materials, signs, and announcements of the Subrecipient 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.

The Subrecipient agrees to invite the County Bureau of Community Development to dedication ceremonies, groundbreaking and grand openings or re-openings of all projects which CDBG funds are used.

The Subrecipient 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 Department of Economic 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.

35. 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 Subrecipient 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.

36. Affirmative Action

Pursuant to P.L. 1975, c. 127 (N.J.A.C. 17.27), The Subrecipient agrees to comply, during performance of this contract with the following:

- A. The Subrecipient, 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.
- B. 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.
- C. Such equal employment opportunity shall include, but not be limited to the following:
 - a. employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

- b. layoff or termination;
 - c. rates of pay or other forms of compensation; and
 - d. selection for training, including apprenticeship.
- D. The Subrecipient 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
- E. Subrecipient, where applicable, shall in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, 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.
- F. The Subrecipient, 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
- G. The Subrecipient, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey 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
- H. The Subrecipient, 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 of the State of New Jersey 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 of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time; and
- I. The Subrecipient 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 the Subrecipient will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices; and
- J. The Subrecipient 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

- K. The Subrecipient 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 statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions; and
- L. The Subrecipient 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).
- M. When hiring or scheduling workers for construction purposes, the Subrecipient 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 of Public Contracts Equal Employment Opportunity Compliance (Division) may, in its discretion, exempt a Subrecipient 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 Subrecipient 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 Subrecipient agrees that a good faith effort shall include compliance with the following procedures:
 - a. If the Subrecipient has a referral agreement or arrangement with a union for a construction trade, the Subrecipient shall, within three (3) business days of the contract award, seek assurances from the union that it will cooperate with the Subrecipient as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer of the State of New Jersey 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 Subrecipient is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Subrecipient agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Subrecipient'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 Subrecipient 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 Subrecipient 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:

i. 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;

ii. To notify any minority and women workers who have been listed with it as awaiting available vacancies;

iii. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Subrecipient has a referral agreement or arrangement with a union for the construction trade;

iv. 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;

v. 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;

vi. To adhere to the following procedure when minority and women workers apply or are referred to the Subrecipient:

1. The Subrecipient shall interview the referred minority or women worker.

2. 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 Subrecipient 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 Subrecipient 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.
 3. 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 Subrecipient shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 4. 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.
- vii. 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient shall furnish such reports or other documents to the Division 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 for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C 17:27).

37. Obligations of Subrecipient with Respect to Certain Third Party Relationships

The Subrecipient 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 Subrecipient. Any Subrecipient 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 Subrecipient is carried out in accordance with the Applicant's Assurances and Certifications.

38. 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,

39. 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.

40. Equal Employment Opportunity

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

- A. The contractor 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 Subrecipient 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 Subrecipient 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 Subrecipient agrees that it will assist and cooperate actively with the Department of Justice (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 Subrecipient 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 Subrecipient 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 Subrecipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department for appropriate legal proceedings.

SPECIAL ASSURANCES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1. Procurement Standards:

The Subrecipient shall comply with the requirements of 2 CFR 200.

2. Access to Records:

The County shall monitor and evaluate Subrecipient's performance under this Agreement to determine compliance with this Agreement and CDBG Requirements. The Subrecipient shall cooperate with the County and any federal auditors authorized by the County and shall make available all information, documents, and records reasonably requested and shall provide County the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

3. Hatch Act:

The Subrecipient agrees that 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 Subrecipient 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 Subrecipient certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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.

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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Subrecipient 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 Subrecipient 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.

7. Furthering Fair Housing (AFFH)

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. This obligation to affirmatively further fair housing has been the Fair Housing Act since 1968 (for further information see Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3608 and Executive Order 12892). HUD's final rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the final rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively further fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development."

THIS GRANT AGREEMENT is made and entered into on September 1, 2017, by and between the County of Union, Elizabeth, New Jersey, Grantee, hereinafter referred to as the County, and the: Borough of New Providence

Acct. #: D-12-56-817-245-919
Planning Account #: 017-245

for **Senior Citizens Social Services Program**

APPROVED FOR THE SUBRECIPIENT BY:

hereinafter referred to as the subrecipient

Authorized Signatory

The Subrecipient 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.

ALLEN MORGAN
Name

MAYOR
Title

A. Obligation:

ATTEST:

1. The total amount of the CDBG grant is \$ 7,300

Name WENDY B BARRY

2. These funds shall cover the period from 09/01/17 to 08/31/18

BOROUGH CLERK
Title

Date

B. Modification:

APPROVED FOR THE COUNTY OF UNION BY:

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

Alfred J. Faella, County Manager

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

ATTEST:

Attn:

Clerk

**Mr. Douglas Marvin
Township Administrator**

Date

APPROVED AS TO FORM:

County Attorney

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)

Funds will be used to provide various cultural, educational, nutritional, medical, health related and recreational programs for seniors. Funds will be used to purchase supplies for programs as well as pay salaries.

017-245

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	\$7,300.00			\$7,300.00
				\$0.00
TOTAL	\$7,300.00			\$7,300.00

UNION COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CD YEAR – F.Y. 2017 (43)

SCOPE OF SERVICE/CONTRACT INFORMATION

PROJECT: Senior Citizens Social Services Program

SUBGRANTEE: Borough of New Providence

ACCOUNT NO: 017-245

GRANT AMOUNT: \$7,300

SUBCOMMITTEE: Social Services

CONTACT PERSON: Mr. Douglas Marvin
TITLE: Administrator

ADDRESS: Borough of New Providence
360 Elkwood Ave
New Providence, NJ 07974

TELEPHONE: 908-464-4430
EMAIL: dmarvin@newprov.org
FAX: 908-665-9272

CONTACT PERSON: Ms. Stacey Kinum

TITLE: Administrator

PROJECT SITE: New Providence Sr. Center

ADDRESS: 15 E. 4th St
New Providence, NJ 07974

TELEPHONE: 908-464-4430

EMAIL: skinum@newprov.org

FAX: 908-665-9272

CENSUS TRACT:

CONTRACT START DATE: September 1, 2017 **CONTRACT FINISH DATE:** August 31, 2018

COUNTY OF UNION



GRANT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COUNTY OF UNION

GRANT AGREEMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WITNESSTH, THAT:

WHEREAS, the County has been granted sufficient funds under Title I of the Housing and Community Development Act of 1974, as amended, (CDBG) 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 Subrecipient 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 be in effect as indicated on the attached "Grant Agreement Signature Form" or any period the Subrecipient has control over any CDBG funds, including program income.

2. Compliance with Terms of Agreement. Suspension. Termination.

In accordance with 2 C.F.R. §200.238 and 200.339, suspension or termination may occur if the Subrecipient materially fails to comply with any term of the award.

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

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 Subrecipient under this Agreement shall, at the option of the County, become County property.

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

3. Termination for Convenience

This Agreement may be terminated by either party if the Subrecipient and County mutually agree in writing to its termination and upon the termination conditions, including the effective date as indicated on the grant agreement signature form and in the case of partial termination, the portion to be terminated.

4. 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 in whole or in part 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.

5. Reporting and Accounting After Termination

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

6. 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 Subrecipient.

7. Copyrights and Patents

No design, work, report, document, or other data produced in whole or in part with project funds shall be patented or copyrighted by the Subrecipient, nor shall any notice or copyright be registered by the Subrecipient in connection with any report, document, or other data developed by it for this project.

DUTIES OF SUBRECIPIENT

8. Performance

That the Subrecipient 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.

9. 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 Subrecipient's grant amount shall be incorporated in written amendments hereto after approval and execution by both parties.

In order to minimize the delay, budget changes (that do not increase budget total) and extensions approved by the Community Development Revenue Sharing Committee (CDRS) shall be exempt from the formal amendment procedure. These budget modifications and extensions are the only exemptions allowed from the standard amendment procedure.

10. Qualifications and performance

All of the services required hereunder shall be performed by the Subrecipient, 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. The Subrecipient shall be responsible for ensuring that any subcontractors conform to the terms of this contract and all public policy considerations.

11. Performance Bond

A performance bond for all subcontracts in excess of \$100,000 shall be obtained by the Subrecipient 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.

12. Uniform Administrative Requirements

The Subrecipient shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

The Subrecipient shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Scope of Services is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation

and internal monitoring of the Scope of Services and prompt, appropriate action when instances of noncompliance are identified.

The Subrecipient shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

The Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the County designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The Subrecipient shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- name of the pass-through entity, if any.

The Subrecipient shall follow written financial management policies and procedures that, at a minimum, provide for:

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

13. Other Federal Requirements

The Subrecipient agrees to administer the Scope of Services in compliance with the following federal program requirements:

- A. Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to

programs or activities receiving Federal financial assistance under Title I programs.

- B. Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.
- C. Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.
- D. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135. The Subrecipient 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 Subrecipient 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.

- E. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.
- F. Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.
- G. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).
- H. A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).
- I. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

- J. 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). Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subrecipient 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.

If wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates. The Subrecipient 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 29 CFR 5a3.

14. Reporting Requirements

The Subrecipient shall submit to the County written progress reports, in the form prescribed by the County, on a quarterly basis for this Agreement's duration.

The Subrecipient, 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 Agreement.

The Subrecipient, if providing housing or commercial rehabilitation, shall provide the County with a completed Environmental Factors Checklist report on each property rehabilitated.

Copies of all notes, reports, computer programs or other technical data of the Subrecipient 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 Subrecipient for additional compensation.

15. Records to Be Maintained

The Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient administers the Statement of Work in compliance with the CDBG requirements and in a manner that meets one of the CDBG national objective(s) of 24 CFR 570.208. Records to be Maintained are more fully described at 24 CFR Part 570.506.

The Subrecipient shall maintain records to document compliance with other applicable laws and regulations set forth in 24 C.F.R. Part 570.600- 570.614 Subpart K.

16. Retention of Records

The Subrecipient shall retain all project files, financial records, and any other documents related to this Agreement for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the 3 year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
- When the Subrecipient is notified in writing by the County to extend the retention period; and
- Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

17. Inspection Fees

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

18. Insurance and Indemnification

The Subrecipient or Subcontractor, agrees to provide the following levels of insurance:

Commercial General Liability (CGL): Coverage for all operations including, but not limited to contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$5,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants shall be included as an additional insured.

Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.

Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

The aforesaid insurance shall provide adequate protection for the Subrecipient 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 Subrecipient shall maintain such insurance in full force and effect until the final completion or termination of all work and services hereunder. The Subrecipient 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 Subrecipient 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.

19. 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.

20. Requests for Payment

This program is a reimbursement program. Requests for payment must be submitted with back-up material such as invoices or receipts supporting the funds that are requested and proof of payment to vendor or contractor. Once payment request is received, it is reviewed by the Community Development staff to ensure that the request fits within the parameters of the contract and that the work has been completed. Payment request should be made in a timely manner.

The County hereby agrees to pay to the Subrecipient, and the Subrecipient 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.

An authorized official for the Subrecipient must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The Subrecipient 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 Subrecipient after receipt of a properly executed County voucher and a cash request form. Said documents shall be provided to the Subrecipient and must be received by the County approximately two (2) weeks prior to the expected payment date.

At the conclusion of any contract, funds for which expenses have been properly incurred by the Subrecipient, 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 County. All bills, invoices, vouchers and documentation must be submitted to the County, by the Subrecipient, within 60 days of the end of the contract period.

21. Repayments

The Subrecipient shall reimburse the County, within 45 days of receipt of written notice for said reimbursement, for any and all costs relative to this Agreement 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 Subrecipient shall not be required to make any such reimbursement if the project which forms the subject of this Agreement 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.

22. Data Availability

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

23. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient. If the Subrecipient has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure the Subrecipient is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG assisted activity, or with respect to the proceeds of the CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the County may grant an exception to the conflict of interest provisions on a case-by-case basis.

The Subrecipient 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.

24. MANDATORY DISCLOSURES

The Subrecipient shall provide written notice to the County within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards under the County's control.

25. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by the Subrecipient concerning the County under this Agreement shall not be made available to any individual or organization by the Subrecipient without first submitting them to the County for approval.

26. Contract Solicitation

The Subrecipient 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.

27. Program Income

Any income generated by the Subrecipient from the use of CDBG funds governed by this Agreement shall be considered CDBG program income, as defined in 24 CFR 570.500 (a).

The Subrecipient shall deposit all CDBG program income in a designated CD Program Income Account. Recipients shall record the receipt of all program income as part of the program transactions. A copy of these records shall be submitted to the County on a monthly basis.

The Subrecipient agrees to remit all CDBG program income to the County on a monthly basis. The County agrees to make an amount of CDBG funds available to the Subrecipient for additional eligible CDBG activities, provided that a new proposal describing the eligible activity and a new scope of services has been approved by the Community Development Revenue Sharing Committee. An amendment to this Agreement or a new agreement shall be executed to cover the new scope of services, as applicable.

28. Closeout and Reversion of Assets

The County will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the Subrecipient. Unless provided an extension through written notification by the County, the Subrecipient shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to the County any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, Subrecipient's obligations to the County shall not terminate until all closeout requirements are completed. The following obligations of the Subrecipient shall survive the termination of this Agreement:

- Subrecipient's indemnity obligations;
- the obligation to cause audits to be performed relating to Subrecipient's activities and costs under this Agreement;
- the obligation to repay to the County any CDBG proceeds improperly disbursed to Subrecipient or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under the Subrecipient control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five (5) years of the close out of this Agreement, the Subrecipient shall reimburse the County a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended for the overall acquisition and improvement cost of the property.

29. Citizen Participation

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

30. Displacement

The Subrecipient 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.

31. Audit

Within thirty (30) days of the close of the Subrecipient's fiscal year, the Subrecipient shall provide to the County a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official of the Subrecipient.

The Subrecipient agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if the Subrecipient expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. The Subrecipient shall submit a copy of the audit to the County and the Federal Audit Clearinghouse (FAC) within thirty (30) calendar days after receipt of the auditor's report(s). The Subrecipient shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The County shall issue a management decision for audit findings that relate to this Agreement within six (6) months of acceptance of the audit report by the FAC.

32. Assurances to be Part of Agreement

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

33. Non-assignment

The Subrecipient 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.

34. Acknowledgement

The Subrecipient agrees to give credit to the Union County Board of Chosen Freeholders in all published materials, signs, and announcements of the Subrecipient 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.

The Subrecipient agrees to invite the County Bureau of Community Development to dedication ceremonies, groundbreaking and grand openings or re-openings of all projects which CDBG funds are used.

The Subrecipient 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 Department of Economic 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.

35. 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 Subrecipient 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.

36. Affirmative Action

Pursuant to P.L. 1975, c. 127 (N.J.A.C. 17.27), The Subrecipient agrees to comply, during performance of this contract with the following:

- A. The Subrecipient, 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.
- B. 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.
- C. Such equal employment opportunity shall include, but not be limited to the following:
 - a. employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

- b. layoff or termination;
 - c. rates of pay or other forms of compensation; and
 - d. selection for training, including apprenticeship.
- D. The Subrecipient 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
- E. Subrecipient, where applicable, shall in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, 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.
- F. The Subrecipient, 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
- G. The Subrecipient, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey 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
- H. The Subrecipient, 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 of the State of New Jersey 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 of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time; and
- I. The Subrecipient 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 the Subrecipient will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices; and
- J. The Subrecipient 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

- K. The Subrecipient 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
- L. The Subrecipient 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).
- M. When hiring or scheduling workers for construction purposes, the Subrecipient 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 of Public Contracts Equal Employment Opportunity Compliance (Division) may, in its discretion, exempt a Subrecipient 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 Subrecipient 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 Subrecipient agrees that a good faith effort shall include compliance with the following procedures:
 - a. If the Subrecipient has a referral agreement or arrangement with a union for a construction trade, the Subrecipient shall, within three (3) business days of the contract award, seek assurances from the union that it will cooperate with the Subrecipient as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer of the State of New Jersey 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 Subrecipient is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Subrecipient agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Subrecipient'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 Subrecipient 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 Subrecipient 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:

i. 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;

ii. To notify any minority and women workers who have been listed with it as awaiting available vacancies;

iii. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Subrecipient has a referral agreement or arrangement with a union for the construction trade;

iv. 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;

v. 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;

vi. To adhere to the following procedure when minority and women workers apply or are referred to the Subrecipient:

1. The Subrecipient shall interview the referred minority or women worker.

2. 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 Subrecipient 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 Subrecipient 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.
 3. 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 Subrecipient shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 4. 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.
- vii. 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient shall furnish such reports or other documents to the Division 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 for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C 17:27).

37. Obligations of Subrecipient with Respect to Certain Third Party Relationships

The Subrecipient 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 Subrecipient. Any Subrecipient 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 Subrecipient is carried out in accordance with the Applicant's Assurances and Certifications.

38. 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.

39. 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.

40. Equal Employment Opportunity

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

- A. The contractor 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 Subrecipient 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 Subrecipient 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 Subrecipient agrees that it will assist and cooperate actively with the Department of Justice (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 Subrecipient 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 Subrecipient 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 Subrecipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department for appropriate legal proceedings.

SPECIAL ASSURANCES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1. Procurement Standards:

The Subrecipient shall comply with the requirements of 2 CFR 200.

2. Access to Records:

The County shall monitor and evaluate Subrecipient's performance under this Agreement to determine compliance with this Agreement and CDBG Requirements. The Subrecipient shall cooperate with the County and any federal auditors authorized by the County and shall make available all information, documents, and records reasonably requested and shall provide County the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

3. Hatch Act:

The Subrecipient agrees that 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 Subrecipient 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 Subrecipient certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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.

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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Subrecipient 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 Subrecipient 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.

7. Furthering Fair Housing (AFFH)

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. This obligation to affirmatively further fair housing has been the Fair Housing Act since 1968 (for further information see Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3608 and Executive Order 12892). HUD's final rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the final rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively further fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development."

THIS GRANT AGREEMENT is made and entered into on September 1, 2017, by and between the County of Union, Elizabeth, New Jersey, Grantee, hereinafter referred to as the County, and the:

Acct. #: D-12-56-817-036-919
Planning Account #: 017-036

Borough of New Providence

DeCorso Senior Center Kitchen Rehabilitation

Hereinafter referred to as the Sub-recipient

The Sub-recipient 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 \$ 30,000
2. These funds shall cover the period from 09/01/17 to 08/31/18

B. Modification:

All the terms of this agreement that apply to the Sub-recipient shall also apply to any and all Sub-contractors.

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

Attn:

Ms. Stacey Kinum
Coordinator

**APPROVED FOR THE
SUBRECIPIENT BY:**

Authorized Signatory

ALLEN MORGAN

Name

MAYOR

Title

ATTEST:

Name WENDI B. BARRY

BOROUGH CLERK

Title

Date

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

Alfred J. Faella, County Manager

ATTEST:

Clerk

Date

APPROVED AS TO FORM:

County Attorney

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)

New Providence DeCorso Senior Center Kitchen Rehabilitation to include purchase & installation of cabinets, fire suppression, counters, flooring, ventilation system and comply with ADA requirements.

017-036

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	\$30,000.00			\$30,000.00
				\$0.00
TOTAL	\$30,000.00			\$30,000.00

**UNION COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CD YEAR – F.Y.2017 (43)**

SCOPE OF SERVICE/CONTRACT INFORMATION

PROJECT: DeCorso Senior Center Kitchen Rehabilitation

SUBGRANTEE: New Providence, Borough of

ACCOUNT NO: 017-036

GRANT AMOUNT: \$30,000

SUBCOMMITTEE: Facilities

CONTACT PERSON: Ms. Stacey Kinum
TITLE: Coordinator

ADDRESS: DeCorso Senior Center
15 East 4th Street
New Providence, NJ 07974

TELEPHONE: 908-665-0046
EMAIL: skinum@newprpv.org
FAX: 908-665-9272

CONTACT PERSON: Ms. Stacey Kinum
TITLE: Coordinator

PROJECT SITE: New Providence

ADDRESS: 15 East 4th Street
New Providence, NJ 07974

TELEPHONE: 908-665-0046

EMAIL: skinum@newprpv.org

FAX: 908-665-9272

CENSUS TRACT:

CONTRACT START DATE: September 1, 2017 **CONTRACT FINISH DATE:** August 31, 2018

COUNTY OF UNION



GRANT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COUNTY OF UNION

GRANT AGREEMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WITNESSTH, THAT:

WHEREAS, the County has been granted sufficient funds under Title I of the Housing and Community Development Act of 1974, as amended, (CDBG) 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 Subrecipient 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 be in effect as indicated on the attached "Grant Agreement Signature Form" or any period the Subrecipient has control over any CDBG funds, including program income.

2. Compliance with Terms of Agreement. Suspension. Termination.

In accordance with 2 C.F.R. §200.238 and 200.339, suspension or termination may occur if the Subrecipient materially fails to comply with any term of the award.

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

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 Subrecipient under this Agreement shall, at the option of the County, become County property.

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

3. Termination for Convenience

This Agreement may be terminated by either party if the Subrecipient and County mutually agree in writing to its termination and upon the termination conditions, including the effective date as indicated on the grant agreement signature form and in the case of partial termination, the portion to be terminated.

4. 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 in whole or in part 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.

5. Reporting and Accounting After Termination

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

6. 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 Subrecipient.

7. Copyrights and Patents

No design, work, report, document, or other data produced in whole or in part with project funds shall be patented or copyrighted by the Subrecipient, nor shall any notice or copyright be registered by the Subrecipient in connection with any report, document, or other data developed by it for this project.

DUTIES OF SUBRECIPIENT

8. Performance

That the Subrecipient 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.

9. 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 Subrecipient's grant amount shall be incorporated in written amendments hereto after approval and execution by both parties.

In order to minimize the delay, budget changes (that do not increase budget total) and extensions approved by the Community Development Revenue Sharing Committee (CDRS) shall be exempt from the formal amendment procedure. These budget modifications and extensions are the only exemptions allowed from the standard amendment procedure.

10. Qualifications and performance

All of the services required hereunder shall be performed by the Subrecipient, 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. The Subrecipient shall be responsible for ensuring that any subcontractors conform to the terms of this contract and all public policy considerations.

11. Performance Bond

A performance bond for all subcontracts in excess of \$100,000 shall be obtained by the Subrecipient 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.

12. Uniform Administrative Requirements

The Subrecipient shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

The Subrecipient shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Scope of Services is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation

and internal monitoring of the Scope of Services and prompt, appropriate action when instances of noncompliance are identified.

The Subrecipient shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

The Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the County designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The Subrecipient shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- name of the pass-through entity, if any.

The Subrecipient shall follow written financial management policies and procedures that, at a minimum, provide for:

- determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

13. Other Federal Requirements

The Subrecipient agrees to administer the Scope of Services in compliance with the following federal program requirements:

- A. Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to

programs or activities receiving Federal financial assistance under Title I programs.

- B. Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.
- C. Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.
- D. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135. The Subrecipient 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 Subrecipient 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.

- E. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.
- F. Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.
- G. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).
- H. A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).
- I. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

- J. 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). Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Subrecipient 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.

If wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates. The Subrecipient 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 29 CFR 5a3.

14. Reporting Requirements

The Subrecipient shall submit to the County written progress reports, in the form prescribed by the County, on a quarterly basis for this Agreement's duration.

The Subrecipient, 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 Agreement.

The Subrecipient, if providing housing or commercial rehabilitation, shall provide the County with a completed Environmental Factors Checklist report on each property rehabilitated.

Copies of all notes, reports, computer programs or other technical data of the Subrecipient 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 Subrecipient for additional compensation.

15. Records to Be Maintained

The Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient administers the Statement of Work in compliance with the CDBG requirements and in a manner that meets one of the CDBG national objective(s) of 24 CFR 570.208. Records to be Maintained are more fully described at 24 CFR Part 570.506.

The Subrecipient shall maintain records to document compliance with other applicable laws and regulations set forth in 24 C.F.R. Part 570.600- 570.614 Subpart K.

16. Retention of Records

The Subrecipient shall retain all project files, financial records, and any other documents related to this Agreement for a period of three (3) years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the 3 year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
- When the Subrecipient is notified in writing by the County to extend the retention period; and
- Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

17. Inspection Fees

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

18. Insurance and Indemnification

The Subrecipient or Subcontractor, agrees to provide the following levels of insurance:

Commercial General Liability (CGL): Coverage for all operations including, but not limited to contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$5,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants shall be included as an additional insured.

Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.

Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

The aforesaid insurance shall provide adequate protection for the Subrecipient 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 Subrecipient shall maintain such insurance in full force and effect until the final completion or termination of all work and services hereunder. The Subrecipient 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 Subrecipient 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.

19. 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.

20. Requests for Payment

This program is a reimbursement program. Requests for payment must be submitted with back-up material such as invoices or receipts supporting the funds that are requested and proof of payment to vendor or contractor. Once payment request is received, it is reviewed by the Community Development staff to ensure that the request fits within the parameters of the contract and that the work has been completed. Payment request should be made in a timely manner.

The County hereby agrees to pay to the Subrecipient, and the Subrecipient 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.

An authorized official for the Subrecipient must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

The Subrecipient 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 Subrecipient after receipt of a properly executed County voucher and a cash request form. Said documents shall be provided to the Subrecipient and must be received by the County approximately two (2) weeks prior to the expected payment date.

At the conclusion of any contract, funds for which expenses have been properly incurred by the Subrecipient, 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 County. All bills, invoices, vouchers and documentation must be submitted to the County, by the Subrecipient, within 60 days of the end of the contract period.

21. Repayments

The Subrecipient shall reimburse the County, within 45 days of receipt of written notice for said reimbursement, for any and all costs relative to this Agreement 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 Subrecipient shall not be required to make any such reimbursement if the project which forms the subject of this Agreement 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.

22. Data Availability

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

23. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient. If the Subrecipient has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure the Subrecipient is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG assisted activity, or with respect to the proceeds of the CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the County may grant an exception to the conflict of interest provisions on a case-by-case basis.

The Subrecipient 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.

24. MANDATORY DISCLOSURES

The Subrecipient shall provide written notice to the County within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards under the County's control.

25. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by the Subrecipient concerning the County under this Agreement shall not be made available to any individual or organization by the Subrecipient without first submitting them to the County for approval.

26. Contract Solicitation

The Subrecipient 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.

27. Program Income

Any income generated by the Subrecipient from the use of CDBG funds governed by this Agreement shall be considered CDBG program income, as defined in 24 CFR 570.500 (a).

The Subrecipient shall deposit all CDBG program income in a designated CD Program Income Account. Recipients shall record the receipt of all program income as part of the program transactions. A copy of these records shall be submitted to the County on a monthly basis.

The Subrecipient agrees to remit all CDBG program income to the County on a monthly basis. The County agrees to make an amount of CDBG funds available to the Subrecipient for additional eligible CDBG activities, provided that a new proposal describing the eligible activity and a new scope of services has been approved by the Community Development Revenue Sharing Committee. An amendment to this Agreement or a new agreement shall be executed to cover the new scope of services, as applicable.

28. Closeout and Reversion of Assets

The County will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the Subrecipient. Unless provided an extension through written notification by the County, the Subrecipient shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to the County any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, Subrecipient's obligations to the County shall not terminate until all closeout requirements are completed. The following obligations of the Subrecipient shall survive the termination of this Agreement:

- Subrecipient's indemnity obligations;
- the obligation to cause audits to be performed relating to Subrecipient's activities and costs under this Agreement;
- the obligation to repay to the County any CDBG proceeds improperly disbursed to Subrecipient or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under the Subrecipient control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five (5) years of the close out of this Agreement, the Subrecipient shall reimburse the County a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended for the overall acquisition and improvement cost of the property.

29. Citizen Participation

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

30. Displacement

The Subrecipient 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.

31. Audit

Within thirty (30) days of the close of the Subrecipient's fiscal year, the Subrecipient shall provide to the County a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official of the Subrecipient.

The Subrecipient agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if the Subrecipient expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. The Subrecipient shall submit a copy of the audit to the County and the Federal Audit Clearinghouse (FAC) within thirty (30) calendar days after receipt of the auditor's report(s). The Subrecipient shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

The County shall issue a management decision for audit findings that relate to this Agreement within six (6) months of acceptance of the audit report by the FAC.

32. Assurances to be Part of Agreement

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

33. Non-assignment

The Subrecipient 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.

34. Acknowledgement

The Subrecipient agrees to give credit to the Union County Board of Chosen Freeholders in all published materials, signs, and announcements of the Subrecipient 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.

The Subrecipient agrees to invite the County Bureau of Community Development to dedication ceremonies, groundbreaking and grand openings or re-openings of all projects which CDBG funds are used.

The Subrecipient 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 Department of Economic 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.

35. 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 Subrecipient 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.

36. Affirmative Action

Pursuant to P.L. 1975, c. 127 (N.J.A.C. 17.27), The Subrecipient agrees to comply, during performance of this contract with the following:

- A. The Subrecipient, 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.
- B. 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.
- C. Such equal employment opportunity shall include, but not be limited to the following:
 - a. employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

- b. layoff or termination;
 - c. rates of pay or other forms of compensation; and
 - d. selection for training, including apprenticeship.
- D. The Subrecipient 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
- E. Subrecipient, where applicable, shall in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, 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.
- F. The Subrecipient, 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
- G. The Subrecipient, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey 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
- H. The Subrecipient, 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 of the State of New Jersey 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 of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time; and
- I. The Subrecipient 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 the Subrecipient will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices; and
- J. The Subrecipient 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

- K. The Subrecipient 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
- L. The Subrecipient 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).
- M. When hiring or scheduling workers for construction purposes, the Subrecipient 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 of Public Contracts Equal Employment Opportunity Compliance (Division) may, in its discretion, exempt a Subrecipient 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 Subrecipient 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 Subrecipient agrees that a good faith effort shall include compliance with the following procedures:
 - a. If the Subrecipient has a referral agreement or arrangement with a union for a construction trade, the Subrecipient shall, within three (3) business days of the contract award, seek assurances from the union that it will cooperate with the Subrecipient as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer of the State of New Jersey 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 Subrecipient is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Subrecipient agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Subrecipient'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 Subrecipient 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 Subrecipient 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:
 - i. 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;
 - ii. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - iii. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Subrecipient has a referral agreement or arrangement with a union for the construction trade;
 - iv. 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;
 - v. 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;
 - vi. To adhere to the following procedure when minority and women workers apply or are referred to the Subrecipient:
 1. The Subrecipient shall interview the referred minority or women worker.

2. 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 Subrecipient 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 Subrecipient 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.
 3. 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 Subrecipient shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 4. 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.
- vii. 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient shall furnish such reports or other documents to the Division 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 for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C 17:27).

37. Obligations of Subrecipient with Respect to Certain Third Party Relationships

The Subrecipient 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 Subrecipient. Any Subrecipient 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 Subrecipient is carried out in accordance with the Applicant's Assurances and Certifications.

38. 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.

39. 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.

40. Equal Employment Opportunity

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

- A. The contractor 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 Subrecipient 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 Subrecipient 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 Subrecipient agrees that it will assist and cooperate actively with the Department of Justice (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 Subrecipient 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 Subrecipient 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 Subrecipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department for appropriate legal proceedings.

SPECIAL ASSURANCES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1. Procurement Standards:

The Subrecipient shall comply with the requirements of 2 CFR 200.

2. Access to Records:

The County shall monitor and evaluate Subrecipient's performance under this Agreement to determine compliance with this Agreement and CDBG Requirements. The Subrecipient shall cooperate with the County and any federal auditors authorized by the County and shall make available all information, documents, and records reasonably requested and shall provide County the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

3. Hatch Act:

The Subrecipient agrees that 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 Subrecipient 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 Subrecipient certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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.

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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Subrecipient 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 Subrecipient 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.

7. Furthering Fair Housing (AFFH)

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. This obligation to affirmatively further fair housing has been the Fair Housing Act since 1968 (for further information see Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3608 and Executive Order 12892). HUD's final rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the final rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively further fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development."