Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO.: ____

RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND ATTORNEY CLIENT PRIVILEGE RELATING TO THE SETTLEMENT OF THE PENDING TORT CLAIM MATTER KNOWN AS STUNDELL V. CITY OF HOBOKEN, CLAIM NO. 001150043

WHEREAS, the Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7) and for matters falling within attorney client privilege (for legal guidance on matters relating to the settlement of tort claim litigation); and

WHEREAS, the City seeks to settle the tort claim litigation known as **Stundell v. City of Hoboken, Claim No. 001150043**; and

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding pending settlements of the type listed herein; and,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the decisions made therein will be made available to the public.

MEETING: October 7, 2015

APPROVED AS TO FORM:

Mellissa Longo, Esq.
Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 07 2015

CITY CLERK

CJ 2

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO.: ____

RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS PURSUANT TO N.J.S.A. 10:4-12(b)(3) & (8) AND ATTORNEY CLIENT PRIVILEGE RELATING TO THE SETTLEMENT OF THE PENDING WORKERS COMPENSATION MATTER KNOWN AS AC v. COH WC-CLAIM NO.: W910219787

WHEREAS, the Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(3) & (8), and for matters falling within attorney client privilege (for legal guidance on matters relating to the settlement of worker's compensation litigation); and

WHEREAS, the City seeks to settle the worker's compensation matter known as **WC-CLAIM NO.: W910219787**; and

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding pending settlements of the type listed herein; and,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the decisions made therein will be made available to the public.

MEETING: October 7, 2015

APPROVED AS TO FORM:

Mellissa Longo, Esq.
Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

CITY CLERK

C53

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO.: ____

RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS PURSUANT TO N.J.S.A. 10:4-12(b)(3) & (8) AND ATTORNEY CLIENT PRIVILEGE RELATING TO THE SETTLEMENT OF THE PENDING WORKERS COMPENSATION MATTER KNOWN AS WC-CLAIM NO.: X43249

WHEREAS, the Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(3) & (8), and for matters falling within attorney client privilege (for legal guidance on matters relating to the settlement of worker's compensation litigation); and

WHEREAS, the City seeks to settle the worker's compensation matter known as **WC-CLAIM NO.: X43249**; and

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding pending settlements of the type listed herein; and,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the decisions made therein will be made available to the public.

MEETING: October 7, 2015

APPROVED AS TO FORM:

Mellissa Longo, Esq.
Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 07 2015

CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

SPONSORED:
SECONDED:

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION GRANTING FLORIO KENNY & RAVAL SETTLEMENT AUTHORITY IN THE MATTER OF TORT CLAIM LITIGATION (STUNDELL V. CITY OF HOBOKEN, NO. 001150043) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY KEITH BUNIN TO MELLISSA LONGO IN THE SEPTEMBER 11, 2015 EMAIL

WHEREAS, the City of Hoboken is currently involved in a tort claim, Stundell v. City of Hoboken, No. 001150043; and,

WHEREAS, Florio Kenny & Raval has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of a September 11, 2015 email from Keith Bunin to Mellissa Longo; and,

WHEREAS, after legal guidance from Florio Kenny & Raval, the City Council finds their suggested monetary settlement amount to be reasonable, and in the best interest of the City.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that Florio Kenny & Raval is hereby authorized to settle the matter of the tort claim Stundell v. City of Hoboken, No. 001150043 in an amount up to the monetary amount suggested by Keith Bunin to Mellissa Longo by way of September 11, 2015 email.

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason	/			
David Mello			/	
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Fiorini
CITY CLERK

5

SPONSORED: Peter Cunningham
SECONDED: JF

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION GRANTING FLORIO KENNY & RAVAL SETTLEMENT AUTHORITY IN THE MATTER OF WORKER'S COMPENSATION LITIGATION (WC-CLAIM NO.: X43249) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY KEITH KANDEL TO MELLISSA LONGO IN THE SEPTEMBER 29, 2015 EMAIL

WHEREAS, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff (**WC-CLAIM NO.: X43249**); and,

WHEREAS, Florio Kenny & Raval has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of a September 29, 2015 email from Keith Kandel to Mellissa Longo; and,

WHEREAS, after legal guidance from Florio Kenny & Raval, the City Council finds their suggested monetary settlement amount to be reasonable, and in the best interest of the City.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that Florio Kenny & Raval is hereby authorized to settle the matter of the worker's compensation claim (**WC-CLAIM NO.: X43249**) in an amount up to the monetary amount suggested by Keith Kandel to Mellissa Longo by the September 29, 2015 email.

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa Longo
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason	/			
David Mello			/	
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

6

James J. Farina
CITY CLERK

SPONSORED: Peter W. Cunningham
SECONDED:

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION GRANTING FLORIO KENNY & RAVAL SETTLEMENT AUTHORITY IN THE MATTER OF WORKER'S COMPENSATION LITIGATION AC V. COH (WC-CLAIM NO.: W910219787 IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY KEITH KANDEL TO MELLISSA LONGO IN THE SEPTEMBER 21, 2015 EMAIL

WHEREAS, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff (**WC-CLAIM NO.: W910219787**); and,

WHEREAS, Florio Kenny & Raval has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of a September 21, 2015 email from Keith Kandel to Mellissa Longo; and,

WHEREAS, after legal guidance from Florio Kenny & Raval, the City Council finds their suggested monetary settlement amount to be reasonable, and in the best interest of the City.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that Florio Kenny & Raval is hereby authorized to settle the matter of the worker's compensation claim (**WC-CLAIM NO.: W910219787**) in an amount up to the monetary amount suggested by Keith Kandel to Mellissa Longo by the September 21, 2015 email.

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason	/			
David Mello			/	
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President				

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 07 2015

CITY CLERK

Introduced by: Bhalla
Seconded by: Mello

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION IN SUPPORT OF NATIONAL BREAST CANCER AWARENESS MONTH

WHEREAS, October is National Breast Cancer Month; and

WHEREAS Breast Cancer is one of the most common cancers among women and effects roughly 230,000 women as well as 2,300 men each year and is responsible for more than 40,000 deaths annually in the United States; and

WHEREAS, Breast Cancer does not discriminate; it strikes people of all races, ages and income levels and we must raise awareness of this disease and its symptoms so we can more easily identify it and more effectively treat it; and

WHEREAS, This month as we honor those whose lives were tragically cut short by breast cancer and as we stand with their families, let us arm ourselves with the best knowledge, tools and resources available to fight this devastating disease; and

WHEREAS, Regular screenings and quality care are vital to improving outcomes to millions of people; and

THEREFORE, BE IT RESOLVED, This Council recognizes October as National Breast Cancer Awareness Month and stands with all who have been affected by Breast Cancer.

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle				/
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

OCT 07 2015

CITY CLERK

Introduced by:

Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. :

RESOLUTION DECLARING THE MONTH OF OCTOBER OF 2015 AS DWARFISM AWARENESS MONTH, IN ORDER TO RAISE PUBLIC AWARENESS ABOUT DWARFISM AND THE CONTRIBUTIONS OF LITTLE PEOPLE OF AMERICA FOR 54 YEARS OF SERVICE TO ITS MEMBERS AND THE COMMUNITY

Whereas, the Little People of America, Inc. (LPA), a non-profit organization, is the nation's oldest and largest organization for people with dwarfism, is celebrating its 58th anniversary year in 2015;

Whereas, LPA was founded by the late actor Billy Barty, who during his 70+ year career appeared in more than 100 films and television shows, and was a long time resident of Burbank, California;

Whereas, LPA is the only dwarfism support organization that includes all 200+ forms of dwarfism and welcomes family members and people with dwarfism alike;

Whereas, the need and support that LPA provides is demonstrated by the fact that what began with 20 people in Reno, Nevada in 1957 has grown to a membership of more than 6500 in 2015;

Whereas, there are an estimated 30,000 people in the United States, and 651,700 in the world with dwarfism;

Whereas, LPA is dedicated to improving the quality of life for people with dwarfism throughout their lives while celebrating with great pride Little People's contribution to social diversity;

Whereas, people with dwarfism contribute to the strength of the economy of California by being productive members of the workforce covering all fields and professions;

Whereas, LPA provides to its members support on issues including; parenting, adoption assistance, educational scholarships, medical knowledge and access to specialists in dwarfism, peer support, community outreach and advocacy;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken, that the City hereby declares the month of October of 2015 as Dwarfism Awareness Month, in order to raise public awareness about dwarfism and the contributions of Little People of America for 54 years of service to its members and the community.

BE IT RESOLVED, that this resolution shall take effect immediately upon passage.

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

Little People of America

Request for October to become National Dwarfism Awareness Month

Whereas, the Little People of America, Inc. (LPA), a non-profit organization, is the nation's oldest and largest organization for people with dwarfism, is celebrating its 54th anniversary year in 2011;

Whereas, LPA was founded by the late actor Billy Barty, who during his 70+ year career appeared in more than 100 films and television shows, and was a long time resident of Burbank, California;

Whereas, LPA is the only dwarfism support organization that includes all 200+ forms of dwarfism and welcomes family members and people with dwarfism alike;

Whereas, the need and support that LPA provides is demonstrated by the fact that what began with 20 people in Reno, Nevada in 1957 has grown to a membership of more than 6500 in 2011;

Whereas, there are an estimated 3500 people with dwarfism in the state of California (one per 10,000 births), 30,000 people in the United States, and 651,700 in the world;

Whereas, LPA is dedicated to improving the quality of life for people with dwarfism throughout their lives while celebrating with great pride Little People's contribution to social diversity;

Whereas, people with dwarfism contribute to the strength of the economy of California by being productive members of the workforce covering all fields and professions;

Whereas, LPA provides to its members support on issues including; parenting, adoption assistance, educational scholarships, medical knowledge and access to specialists in dwarfism, peer support, community outreach and advocacy;

Resolved by the Assembly of the State of California, the Senate thereof concurring, that the Legislature here declares the month of October of 2011 as Dwarfism Awareness Month, in order to raise public awareness about dwarfism and the contributions of Little People of America for 54 years of service to its members and the community.

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

1C

CITY CLERK

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

AUTHORIZATION FOR THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED "ACCESS AGREEMENT" WITH STEVENS INSTITUTE OF TECHNOLOGY FOR HOBOKEN FIRE DEPARTMENT TRAINING

BE IT RESOLVED, that the City Council of the City of Hoboken (the "City") hereby approves the attached Access Agreement between the City and Stevens Institute of Technology, for Hoboken Fire Department Training; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said agreement, and the City's Administration and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the Agreement.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to all parties in the administration of this action.

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President				

Hold Harmless Agreement

Hold Harmless and Indemnity granted to the Trustees of the Stevens Institute of Technology by the City of Hoboken with Regards to the Hoboken Fire Department fire rescue training and simulations, conducted during the 2015/2016 Academic Year.

This HOLD HARMLESS AGREEMENT (this "Agreement"), is made effective on _____, by and between the **Trustees of the Stevens Institute of Technology** (hereinafter, "SIT"), its officers, agents and employs and the **City of Hoboken** (hereinafter, "COH"), its officers, agents and employs, wherein each is sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, **COH**, desires to hold harmless **SIT**, its trustees, officers, agents and employs, from and against, any liability, claims and/or litigation including but not limited to death and serious bodily injury and property damage, arising from or relating to the actions or inactions of COH or its agents, officers or employees while conducting herein mentioned activities upon SIT property during the date(s) and times(s) herein described. Execution of this Agreement by SIT is a condition precedent to the enforcement of this Hold Harmless Agreement and any conditions arising hereunder, and execution by COH is a condition precedent to SIT allowing COH the use of SIT properties as follows: Hoboken Fire Department fire rescue training and simulations on the SIT campuses (which training shall be without the use of foam, smoke, real fire(s), or alteration or damage to structures or any part of a structure).

NOWTHEREFORE, in consideration of the mutual covenants and conditions contained herein, **SIT** and **COH** hereby agree as follows:

TERMS

1. **Hold Harmless.** The **City of Hoboken** shall defend, indemnify, and hold harmless the **Trustees of the Stevens Institute of Technology,** its trustees, agents, officers, students and employees, from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency arising out of, or related to, acts, omissions, negligence, or willful misconduct in conducting the activities described hereunder at the SIT locations accessed hereunder, on the part of COH, its officers, agents, or employees. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, and any reimbursements to SIT for all legal fees, expenses, and any costs incurred by it. However, COH reserves the right, without the need for consent from SIT, to utilize any and all of its available counter-claims and/or defenses, including, without limitation, the Tort Claim Act, in any actions against any third party in which COH is indemnifying SIT. SIT will select its own counsel in any such action and COH will reimburse SIT for all reasonable out-of-pocket legal fees and expenses incurred by SIT in connection with any such action; provided that, the City shall only be liable for attorneys fees consistent with the hourly rates typically billed against the City for litigation counsel, and further provided that upon request of COH, SIT and COH will consider the possibility of agreeing to use counsel selected by COH which must be reasonably satisfactory to SIT and the costs of such counsel will be fully covered hereunder.

2. **Certificate of Insurance.** COH shall provide SIT with a Certificate of Insurance, covering all dates, times and locations of the training facilities, as described herein, with a comprehensive general liability insurance amount of at least $1,000,000/$2,000,000, which shall be incident based as opposed to claim based. In addition, COH shall procure

and maintain automobile liability insurance with a combined personal injury (including death) and property damage limit of at least $1,000,000 per occurrence for all owned, non-owned, leased, and hired vehicles it uses at or in connection with its use of Stevens' Facilities or any adjacent or contiguous property. The Policy and Certificate provided to SIT shall include SIT and all of its officers, agents, and employs as additional insureds. COH shall maintain such comprehensive general liability insurance beyond the expiration or termination of this Agreement during a reasonable period after the term of this Agreement, which in no event shall be less than six years.

3. **Authority to use SIT property.** Scheduling of Fire Rescue Training and Simulations by COH on the campus of SIT will be coordinated through the Stevens Fire Safety Coordinator following a written request from COH at least 72 hours prior to the requested training date, and must be approved in writing by SIT. SIT reserves the right to deny a request for use of SIT facilities. COH agrees that all training will be performed without the use of foam, smoke, real fire, or any alteration or damage to any structure
4. **Authority to Enter Agreement.** Each party warrants that the individuals who have signed and initialed this Agreement have the actual legal power, right and authority to make this Agreement and bind each respective Party.
5. **Amendment; Modification.** No supplement, modification or amendment of this Agreement shall be binding unless excused in writing and signed by both Parties.
6. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel or otherwise.
7. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with the enforcement of this Agreement, attorneys' fees and costs shall be in accordance with applicable law regarding fee shifting, including but not limited to fee

shifting for frivolous claims and fraud, in the State of New Jersey, except as otherwise provided in Section 1 of this Agreement.

8. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

9. **Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under New Jersey law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under the laws of the State of New Jersey, and federal law for the District of New Jersey, when and where applicable.

10. **Applicable Law.** This Agreement shall be governed exclusively by under the laws of the State of New Jersey, and federal law for the District of New Jersey, when and where applicable, without regard to conflict of law provisions. COH agrees that any and all use of SIT's property under this Agreement shall be done in compliance with applicable federal, state, and local statutes, rules, regulations and ordinances.

11. **Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of New Jersey. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each

Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

12. **Mail and Notices**. All mail and/or notices hereunder shall be delivered to the following addresses:

    i. Stevens Institute of Technology
    Office of the General Counsel
    Howe Center 13th Floor
    Hoboken, NJ 07030

    ii. City of Hoboken
    c/o Corporation Counsel
    94 Washington Street
    Hoboken, NJ 07030

13. **Signatures.** This Agreement shall be signed on behalf of the Trustees of the Stevens Institute of Technology by, _____,

and on behalf of the City of Hoboken by, _____,

and effective as of the _____ of _____, 2015.

{The remainder of this page intentionally left blank}

CERTIFICATION - COH

I HEREBY CERTIFY THAT I HAVE THE LEGAL AUTHORITY TO CONSENT TO THE ABOVE CONDITIONS ON BEHALF OF THE *CITY OF HOBOKEN*.

I FURTHER CERTIFY THAT I UNDERSTAND THE HEREIN CONDITIONS RELATING TO THE ABOVE AGREEMENT BETWEEN THE PARTIES AND THAT I HAVE HAD SUFFICIENT TIME TO REVIEW SAME PRIOR TO ENTERING INTO THE WITHIN HOLD HARMLESS AND INDEMNITY AGREEMENT ON BEHALF OF THE *CITY OF HOBOKEN* FOR THE BENEFIT OF THE *STEVENS INSTITUTE OF TECHNOLOGY*.

ON BEHALF OF
City of Hoboken

Printed Name:_____ Dated:_____

Title:_____

Signed:_____

Notarized: _____ Dated:_____

CERTIFICATION - SIT

I HEREBY CERTIFY THAT I HAVE THE LEGAL AUTHORITY TO CONSENT TO THE ABOVE CONDITIONS ON BEHALF OF THE *TRUSTEES OF THE STEVENS INSTITUTE OF TECHNOLOGY*.

I FURTHER CERTIFY THAT I UNDERSTAND THE HEREIN CONDITIONS RELATING TO THE ABOVE AGREEMENT BETWEEN THE PARTIES AND THAT I HAVE HAD SUFFICIENT TIME TO REVIEW SAME PRIOR TO ENTERING INTO THE WITHIN HOLD HARMLESS AND INDEMNITY AGREEMENT ON BEHALF OF THE *TRUSTEES OF THE STEVENS INSTITUTE OF TECHNOLOGY* FOR THE BENEFIT OF THE *CITY OF HOBOKEN*.

ON BEHALF OF
Stevens Institute of Technology

Printed Name:_____ Dated:_____

Title:_____

Signed:_____

Notarized: _____ Dated:_____

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

Resolution Authorizing the Acceptance of a Grant from the New Jersey State Forestry Services for Development of a Community Forestry Management Plan

WHEREAS, the New Jersey State Forestry Services has announced that it approved the City of Hoboken's grant application for development of a Community Forestry Management Plan, in the amount of $3,000.00, with a $3,000.00 City match; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $3,000.00 is available in the following appropriation S-01-46-892 002 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the City of Hoboken formally approves the acceptance of the grant for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit documents of acceptance to the New Jersey State Forestry Service on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement, and thereupon appropriate the city match in accordance with the terms of the grant agreement.

Meeting date: October 7, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jennifer Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Bhalla	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

Batch Id: GDS Batch Date: 10/06/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-46-892-001 MATCHING FUNDS FOR GRANTS	Encumbrance	CFO Cert for Meeting October 7, 2015	15,227.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	15,227.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	15,227.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	15,227.00
Total:	1	15,227.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	15,227.00

Batch: GDS Updated Entries: 1 Updated Amount: 15,227.00 Ref Num: 3724

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
NJ STATE FORESTRY SERVICES
MAIL CODE 501-04
PO BOX 420
TRENTON, NJ 08625-0420
TEL: 609-292-2532 FAX: 609-984-0378

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

September 1, 2015

James Farina
City Clerk, City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Dear Mr. Farina:

Congratulations! Your community has been offered a Green Communities Grant by New Jersey State Forestry Services in the amount of $3,000.00 towards the development of a Community Forestry Management Plan (CFMP), provided that your community enters into and completes a grant agreement.

For this project your unique Grant Agreement Identifier is: FS16-089. Please keep your grant identifier available, as it is important for tracking and processing all grant forms throughout the grant process.

1. The first step in the grant process is to execute a Governing Body Resolution. The State form that is required is Attachment B of the Grant Agreement. **Please DO NOT sign and date the Grant Agreement until the Resolution is passed**; otherwise, it will void the Grant Agreement. Please carefully follow all directions pertaining to these documents on attached page. Failure to do so will also void the grant.
2. The second step is to execute the Grant Agreement by signature on page 2. The person authorized to sign is the person named on page 1 of Attachment B, the Governing Body Resolution.

Please note this is not considered a completed grant agreement until it is fully executed and signed by the NJDEP Assistant Commissioner. Once all parties sign the agreement you will be asked to submit project cost documentation toward the matching portion of the grant, such as receipts and records of all in-kind contributions For activities and expenditures to be accepted, they must fall within the Work Period of the Grant Agreement 10/20/2014 to 10/20/2016.

Please contact me if you have any questions or concerns at any time throughout the process. Please submit your GBR and Grant Agreement as soon as possible, so we can proceed with the signature process within the State.

Sincerely,

Patricia Shapella

Patricia Shapella,
Grant Administrator
Patricia.Shapella@dep.nj.us
enc.

cc: Diana Davis, Hoboken Shade Tree Commission Commissioner

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
NEW JERSEY STATE FORESTRY SERVICES
MAIL CODE 501-04
PO BOX 420
TRENTON, NJ 08625-0420
TEL: 609-292-2977 FAX: 609-984-0378

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

Grant Agreement Instructions

Instructions

DO FIRST
Governing Body Resolution (GBR) Instructions:
Please do not change the language or format of the GBR, as it will only be accepted in the format we have included with your package. Non-compliance with this request will void the grant. Please use the following directions for all 3 copies of your GBR.

1. Have the GBR voted on by your governing body
2. Fill in the blank spaces with the date and vote count.
3. Have the Resolution Certifier sign and date the Certification pages and apply the raised seal on all 3 GBR pages. (The raised seal is optional but recommended).
4. Send the 3 completed copies of the GBR and the Certification pages along with the signed Grant Agreement, as instructed below.

NEXT
Grant Agreement Instructions:
Please follow the steps below carefully and return all the documents promptly to the address below.

1. After the resolution is passed have **the authorized grant executor sign and date all 3 copies of Page 2** on the line above where the name is typed
   a. **DO NOT use a signature stamp** in place of an original signature.
   b. **DO NOT use white-out.**
2. (Optional) Have the attorney for the Association sign the 3 copies of Page 2 in the designated space as to his/her approval of the form.
3. Review page A-1 regarding lobbying activities and sign. Please contact me if any lobbying activities have been undertaken by your organization.
3. Mail all 3 copies of your original signed grant agreements with the resolution to:
   Attention: Patricia Shapella
   NJDEP- New Jersey State Forestry Services
   Mail Code 501-04, PO Box 420
   Trenton, NJ 08625-0420

   For any questions, please contact me at 609-777-0087 or Patricia.Shapella@dep.nj.gov.

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DEP-069MG
08/15

(Mini-Grant)

GRANT AGREEMENT
BETWEEN

City of Hoboken

(print name of Grantee; all capitals)

AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

Federal Award Information

Federal Awarding Agency:	
Federal Award Name:	
Federal Award Identification Number (FAIN):	
Federal Award Date:	
Total Amount of the Federal Award:	

I. Grant Award Data and Signatures

Grantee's Name: (the "Grantee")	**City of Hoboken**
Address:	**94 Washington Street** **Hoboken, New Jersey 07030**
Vendor ID #:	226001993
Financial Officer's - Name:	George De Stefano
- Title: (the "Chief Financial Officer")	Financial Officer

The State of New Jersey (The "State")

Department of Environmental Protection (the "Department" or the "DEP")

Granting Agency's – name:	New Jersey State Forestry Services	(the Granting Agency")
- address:	Mail Code 501-04, P.O. Box 420 Trenton, New Jersey 08625	
Grant Officer's - name:	Patricia Shapella	(the "Grant Officer")

TITLE OF GRANT: Green Communities Grant

AMOUNT OF GRANT: $ 3,000.00

Source of Funds	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
State General Fund	$ 3,000.00	FY16-100-042-4870-101	
Federal	$ 0.00		
Grantee	$ 3,000.00		
Other (i.e. bond fund, tax fund etc.)	$ 0.00		
	$ 6,000.00	TOTAL APPROVED PROJECT AMOUNT	

WORK PERIOD: The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this grant commences on 12/1/2014 or the effective date, whichever is ☐ earlier ☒ later, and runs for a period of 12/1/2016 thereafter. Grant funds may be used only to satisfy obligations which arise during the work period.

REPORT(s)/DELIVERABLE(s) DUE: **30 days from the end of the work period**

PAYMENT SCHEDULE: **Reimbursement upon receipt of final expenditure report**

PURPOSE AND AUTHORITY: Grant Project to be funded: Support to municipalities and counties for the development of comprehensive Community Forest Management Plans
Statutory Authority for this Grant: **N.J.S.A. 13:1L-1 et seq + N.J.S.A. 13:1D-9(r)**
Grant ☐ will ☒ will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Grant"), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment A, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section II, Paragraph 21 constitute the General Terms portion of this agreement.

DEP-069MG
08/15

(Mini-Grant)

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

_____
(signature)

_____, Deputy Attorney General
(print name)

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form ☒ has ☐ has not been provided to the Granting Agency by the Deputy Attorney General.

APPROVAL OF GRANTING AGENCY

New Jersey State Forestry Services
(print name of Granting Agency; all capitals)

By: _____
(signature)

Lynn E. Fleming
(print name)

Director/State Forester
(print title)

Date: 8/31/15

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties") execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

SIGNED

City of Hoboken
(print Grantee's name; all capitals)

By: _____
(signature)

Dawn Zimmer
(Print name)

Mayor
(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Richard Boornazian
(print name)

Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

II. General Terms

The Grantee, in consideration for receipt of Grant Funds, and the Department agree as follows:

1. Use of Funds

Grant funds are to be used solely for the purpose described in the approved project "Scope of Work" appended to this agreement (Attachment A) and may not be used to satisfy any obligation arising outside the work period of this agreement. Reimbursement may be obtained only for costs described in the Grant Budget (Attachment B). Grant funds are not to be used:

a) to lobby or otherwise attempt to influence legislation or government policy;

b) to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;

c) to make grants to individuals or other organizations;

d) to undertake any activity for any purpose other than is set forth in this agreement.

2. Compliance with Existing Laws and Policies

a) The Grantee, in order to induce the State to award the grant and enter into this agreement, agrees and warrants, on behalf of itself and any subcontractors retained under this agreement, this it shall comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies in performance of this agreement. Failure to comply with such laws, rules, regulations or policies shall constitute a material breach of this agreement and be grounds for its termination. Such laws, rules, regulations, and policies include, but are not limited to, the following, where applicable:

1) The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.;

2) The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq.;

3) The "New Jersey Conflicts of Interest Law", the act codified at N.J.S.A. 52:13D-12 et seq., and the Local Government Ethics Law, the act codified at N.J.S.A. 40A:9-22.1 et seq.;

4) The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

5) New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

b) The Grantee represents and warrants that that: (1) no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15; (2) it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19; it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations); and (3) that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable. The Grantee shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee. The Grantee shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

c) The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.

d) The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement: (1) United States Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); (2) Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.) http://www.whitehouse.gov/omb/grants/chart.aspx; and; (3) Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

e) New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.

3. Insurance

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies authorized to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

a) Commercial General Liability: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.

b) Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per occurrence as a combined single limit.

c) Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than: (i) $1,000,000 Bodily Injury, Each Occurrence; (ii) $1,000,000 Disease Each Employee; and (iii) $1,000,000 Disease Aggregate Limit.

4. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

5. **Assignments and Subcontracts**

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

a) As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment D, Subcontractor Certification.

b) The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.

c) The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

6. **Availability of Funds:**

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.

7. **Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

8. **Property Management Standards**

Property furnished by the Department, or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds, shall be utilized and disposed of in a manner generally consistent with State and federal requirements (2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law).

9. **Method of Payment**

a) Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period. As provided by this agreement and the Payment Schedule:

1) If authorized, advance payment will be made to the Grantee upon execution of this agreement by the Department and submission of a properly executed invoice form.

2) Progress payments shall be made by the Department on a periodic basis only upon receipt of the documentation required by the Department as specified in this agreement. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated.

3) A portion of the grant may be withheld by the Department pending receipt of the required final reports.

b) If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

c) The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.

d) Grantee may not use any grant funds to satisfy any obligation arising outside the work period of this agreement.

e) The Grantee is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to $100 per year may be retained by the Grantee for documented administrative expenses. If this agreement is federally funded, any interest above $100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this agreement is funded by the State, interest above $100 per year may be retained by the Grantee for purposes of this agreement or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.

f) Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails timely to return the funds or appeals the disallowed costs, an interest charge shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. If the Grantee is successful on appeal, the accrued interest will be canceled.

10. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements associated with this agreement or the source of funding, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

11. Financial Management System

a) The Grantee's Chief Financial Officer shall be responsible for maintaining an adequate financial management system which shall provide for:

1) accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,

2) records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,

3) effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,

4) comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B, Grant Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,

5) accounting records that are supported by source documentation,

6) procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and

7) procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

b) By execution of this agreement, the Grantee warrants and certifies that its accounting system meets the standards set forth herein. Notwithstanding, the Department may require the submission of a Statement of Adequacy of Accounting System to be made as an attachment to this agreement.
A Statement of Adequacy of Accounting System ☐ is ☒ is not required as part of this agreement.

c) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph a) of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

12. Performance Reporting

The Grantee will submit all reports required by the Department under this agreement and a full and complete final report including the final product described in the scope of work and any documentation supporting the completion of the grant project (i.e. photographs), the manner in which the funds were expended, and all associated receipts. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement or any other agreement entered into between the Department and the Grantee and shall take action to suspend payments to the Grantee by other State agencies.

If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

13. Monitoring Performance

a) The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in the Scope of Work, Attachment A.

b) The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:

1) problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods; and

2) favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.

c) The Department may, at its discretion, make site visits to: review project accomplishments and management control systems; audit the financial records pertaining to this agreement; and provide such technical assistance as may be required.

d) If the Grantee is not performing satisfactorily, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

14. Audit Requirements

a) All agreements are subject to audit by the State. This agreement may be audited at the discretion of the State up to five (5) years after the date of last payment under this agreement or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.

b) Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, 2 CFR Part 200, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a local government funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 15-08-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and 2 CFR Part 200. If the Grantee expends a total of $750,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

Grantees that expend less than $750,000 in federal or State financial assistance within their fiscal year, but expend $100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, 2 CFR Part 200 and State policy.

c) Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section 15 of the General Terms and Conditions of this agreement, Agreement Amendment; Section 17 of the General Terms and Conditions of this agreement, Termination; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the

purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.

d) In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the State, subject to audits by the State at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit.

e) Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

15. Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, with the following exception. If the amendment being documented is of the type described in paragraph a) or b) below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by the originally authorized representatives of the parties will be required.

a) The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the third anniversary of the original Grant Work Period Expiration date of this agreement or any time period for expending the source of funding. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The amendment form (DEP-076) documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.

b) The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:

1) the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,

2) the Department notifies the Grantee at least thirty (30) days in advance of any reduction,

3) after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and

4) the Department considers the Grantee's fixed costs when making any reduction.

16. Closeout Procedures

The closeout of this project shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the following steps:

a) The Grantee shall submit a final report. The Department may permit extensions when requested in writing by the Grantee.

b) The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Grant Budget.

c) The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.

d) In the event a final audit has not been performed prior to the closeout of this project, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.

e) The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section 8, Property Management Standards.

f) The Department retains the right to request any additional information necessary to close out this project and may retain any final grant payment until the closeout procedure is completed.

17. Termination

a) If the Department determines that the Grantee has failed to comply with any terms or conditions of this agreement, then the Department may terminate this agreement, in whole or in part, upon thirty (30) days written notice, commencing with the date of mailing to the grantee's address indicated herein. If the Department terminates this Agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee for commitments made prior to notice of such termination.

b) The Department and the Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.

c) The closeout procedures described in Section 15 of this agreement shall apply in all cases of termination of this agreement.

18. Access to Records

a) The Grantee agrees to make available to the Department, any Federal agency whose funds are expended in the course of this agreement, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Grantee's operations.

b) Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.

c) The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.

d) The State reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

19. Record Retention:

The Grantee shall retain financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to this agreement (a) for a period of five (5) years from the date of last payment under this agreement or the Department's record retention schedule, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below

a) If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

b) Records for nonexpendable property acquired with Department funds shall be retained for five (5) years after its final disposition.

The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

20. Approvals and Authorizations

a) Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.

b) If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate

resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution or authorization is received.

c) If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.

d) If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer.

e) If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

21. Miscellaneous Provisions:

a) Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.

b) Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:

1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.

2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.

c) Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.

d) Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.

e) Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.

f) Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.

g) Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.

h) Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.

i) Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.

j) Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.

k) Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.

l) Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown on Page 1 of this agreement, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.

m) Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.

n) Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.

o) Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.

p) Change in Tax Status: The Grantee shall notify the New Jersey Department of Environmental Protection immediately should there be any change or expected change in the grantee's tax status as recognized by the U.S. Internal Revenue Service.(* Disregard if grant made to a government unit.)

q) Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure of otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section #16 of this agreement.

22. Additional Provisions:

A-1.	Additional Federal Funded Agreement Provisions	☐ yes ☒ no
A-1-A.	Certification of Lobbying and Disclosure of Lobbying Activities	☐ yes ☒ no
A-2.	Federal Funding Accountability and Transparency Act (FFATA) - $25,000 or greater	☐ yes ☒ no
A-3.	U.S. Environmental Protection Agency Funded Agreements	☐ yes ☒ no
A-4.	Community Development Block Grant (CDBG) Funded Projects	☐ yes ☒ no

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

SCOPE OF SERVICES

The Scope of Services for this agreement comprises the Grantee's proposal, and any modifications, amendments, and additions thereto, which is incorporated as part of this Attachment A.

Community Forestry Program Green Community Grants provides funding for assistance in the development of a comprehensive Community Forestry Management Plan (CFMP) approved pursuant to section 7 of P.L.1996, c. 135 (C. 13:1L-17.7), the New Jersey Shade Tree and Community Forestry Assistance Act. The CFMP will provide a proactive approach to tree/forest management that will lead to increased community safety, fewer tree hazard problems, reduced tree-related litigation, and increased environmental, social, and economic benefits as a result of healthy tree cover. Public education, awareness and outreach efforts related to the benefits of healthy trees are also encouraged through this grant.

To be reimbursed for the Green Communities grant, Municipalities or Counties will follow and meet the requirements for development of an approved 5-year Community Forestry Management Plan in accordance with the guidelines and standards of New Jersey Forestry Services and New Jersey Community Forestry Council. Participants will also be required to meet the State's Training and Accreditation Program requirements. These guidelines may be found on the State website at: www.communityforestry.nj.gov.

Funding will be provided by Cool Cities Grant Funds to aid communities in developing community forestry management plans. All applicants are required to provide a matching contribution that must equal 100% or more of the State's contribution or 50% of the total project amount. These matching contributions can come from in-kind services (including volunteer work) and/or payments made. Matching contributions may include implementation practices.

Within 90 days of receiving acknowledgement of the award, the Grantee will select a consultant to assist in creating the CFMP and advise the Community Forestry Program. (For purposes of this grant agreement, the consultant is not a subcontractor under paragraph 4, page 4 of the form DEP-0069MG.).

When the CFMP is complete, the Grantee will follow the Community Forestry Programs guidelines for submission and approval. The Grantee is advised to submit the plan to the State within 1.5 years to allow time for any needed amendments and reimbursement. Once the plan is confirmed as complete, it will be provided to the Community Forestry Council for review.

If the Community Forestry Council recommends amendments to the CFMP, the Grantee has six months to complete the required revisions and re-submit the plan. Technical assistance from the Community Forestry Program will be available for revising the plan. The CFMP will be resubmitted to the Community Forestry Council and the State Forester will grant the final approval.

The Grantee will be reimbursed for the direct cost of hiring the consultant, up to the amount of the grant award. All contributions, whether cash and in-kind, will be accepted as an eligible part of the Grantee's matching share when such contributions meet all of the following criteria:
(a) Are verifiable from the Grantee's records;
(b) Are not included as contributions for any other federally-assisted program or contract;
(c) Are necessary and reasonable for the proper and efficient accomplishment of approved grant objectives;
(d) Are types of charges that would be allowable under the applicable Federal cost principles;
(e) Are used to support activities that are included in the approved grant agreement;
(f) Are incurred and contributed within the grant period

Payments will be made once the Grantee has submitted a CFMP and has received final approval. The Grantee will submit a final report summarizing the project, receipts marked as paid and documentation of in-kind contributions to the Forester managing the grant within 30 days of final approval of the CFMP. The determination as to whether the Grantee has satisfied its obligations for reimbursement, including the eligibility of costs for reimbursement, shall be at the sole discretion of the NJDEP, New Jersey State Forestry Services.

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
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THE STATE OF NEW JERSEY
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GRANT IDENTIFIER: FS16-089

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

The Grantee (Loan Recipient or Contractor) shall fully comply with Executive Order 12549 as implemented in federal regulation entitled *GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT*, 2 CFR Part 180, Subpart C - *Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)* and the applicable Federal agency Common Rule regulations found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and the applicable Federal agency Common Rule regulations, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Grantee (Loan Recipient or Contractor) is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee (Loan Recipient or Contractor) acknowledges that failing to disclose the information as required at 2 CFR 180.355 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Grantee (Loan Recipient or Contractor) may access the Excluded Parties List System at http://www.sam.gov.

II. Restrictions on Lobbying

A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

(1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay 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 of a Member of Congress in connection with any of the following covered Federal actions: 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.

(2) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Appendix A-1-A, page 1, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.

(3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Appendix A-1-A, page 2, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.

Attachment A-1-A ☐ is ☒ is not required to be completed as part of this agreement.

B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

III. Compliance with the Civil Rights Act of 1964

A. The Grantee (Loan Recipient or Contractor) must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with non-discrimination requirements.

B. Other civil rights laws may impose additional requirements on the Grantee (Loan Recipient or Contractor) to which the Grantee (Loan Recipient or Contractor) must comply. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and nonprofit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

IV. Trafficking Victim Protection Prohibition Statement

A. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, and the requirements contained in federal regulation 2 CFR Part 175, *TRAFFICKING IN PERSONS*, the Department may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity fails to comply with these requirements. The Grantee (Loan Recipient or Contractor) must inform the Department immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.

B. The Grantee (Loan Recipient or Contractor) must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

V. National Environmental Policy Act (NEPA)

The Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 United States Code 4321, et seq., its implementing regulations 40 CFR Part 1500-1508, and other applicable federal agency NEPA requirements.

VI. Eligible Workers

A. The Grantee (Loan Recipient or Contractor) shall ensure that all employees of the Grantee and the Grantee's contractors funded under this agreement complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Grantee and the Grantee's contractors shall comply with the regulation regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement under this agreement.

B. The Grantee agrees to make these forms available in accordance with the access to records and record retention provision of this agreement.

VII. Requirement for Data Universal Numbering System (DUNS) numbers

As a condition of this agreement, the Grantee (Loan Recipient or Contractor) must provide to the Department its Data Universal Numbering System (DUNS) number. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (http://fedgov.dnb.com/webform). No Grantee (Loan Recipient or Contractor) may receive a subaward unless this number is provided below:

Grantee (Loan Recipient or Contractor) DUNS Number 091858563

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

APPROVED PROJECT BUDGET

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs Salaries	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fringe Benefits	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
B. Consultants and Subcontractors	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
C. Other Costs Specify					
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
D. Audit	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Subtotal Direct Costs	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
Less Program Income (enter as negative)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Direct Costs	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
Indirect Costs (indicate rate: 0.00%)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL PROJECT AMOUNT	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00

TOTAL GRANT AMOUNT is ☒ the sum of "Federal" and "State" column totals 3,000.00
☐ the sum of "Federal" "State" and "Other" column totals 0.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

GOVERNING BODY RESOLUTION

The governing body of City of Hoboken
(print Grantee's name)
desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately $ 3,000.00 to fund the following project:

Green Communities Grant
Community Forestry Management Plan

Therefore, the governing body resolves that Dawn Zimmer or the successor to the office of
(print name)
Mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute
(print title of authorized official)
a grant agreement with the State for a grant in an amount not less than $ 3,000.00 and not more than $ 3,000.00, and (c) to execute ☐ any amendments thereto ☒ any amendments thereto which do not increase the Grantee's obligations.

*The Hoboken City Council authorizes and hereby agrees to
(print name of Grantee's governing body, e.g., board of chosen freeholders)
match 50 % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. 100 % of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).*

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed _____, _____.

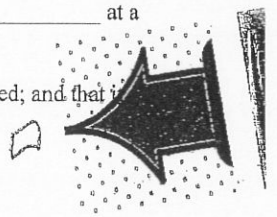
Ayes: _____
Noes: _____
Absent: _____

Seal

* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services to be provided by the Grantee.

CERTIFICATION*

I, James Farina (print name), ☒ municipal clerk ☐ county clerk ☐ utilities Authority Clerk ☐ (other, specify) _____ of City of Hoboken (print Grantee's name) certify that this resolution was duly adopted by Hoboken City Council (print name of Grantee's governing body) at a meeting duly held on the _____ day of _____, _____; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature. **



_____
(signature) *

James Farina
(print name)

City Clerk
(print title)

Date: _____ **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, Grantee must submit a currently certified copy of this Attachment C when it returns the executed agreement to the Department.

DEP-069MG
08/15

(Mini-Grant)

GRANT AGREEMENT
BETWEEN

City of Hoboken

(print name of Grantee; all capitals)

AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

Federal Award Information

Federal Awarding Agency:	
Federal Award Name:	
Federal Award Identification Number (FAIN):	
Federal Award Date:	
Total Amount of the Federal Award:	

I. Grant Award Data and Signatures

Grantee's Name: (the "Grantee")	City of Hoboken
Address:	94 Washington Street Hoboken, New Jersey 07030
Vendor ID #:	226001993
Financial Officer's - Name:	George De Stefano
- Title: (the "Chief Financial Officer")	Financial Officer

The State of New Jersey (The "State")

Department of Environmental Protection (the "Department" or the "DEP")

Granting Agency's – name:	New Jersey State Forestry Services	(the Granting Agency")
- address:	Mail Code 501-04, P.O. Box 420 Trenton, New Jersey 08625	
Grant Officer's - name:	Patricia Shapella	(the "Grant Officer")

TITLE OF GRANT: Green Communities Grant

AMOUNT OF GRANT: $ 3,000.00

Source of funds	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
State General Fund	$ 3,000.00	FY16-100-042-4870-101	
Federal	$ 0.00		
Grantee	$ 3,000.00		
Other (i.e. bond fund, tax fund etc.)	$ 0.00		
	$ 6,000.00	TOTAL APPROVED PROJECT AMOUNT	

WORK PERIOD: The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this grant commences on 12/1/2014 or the effective date, whichever is ☐ earlier ☒ later, and runs for a period of 12/1/2016 thereafter. Grant funds may be used only to satisfy obligations which arise during the work period.

REPORT(s)/DELIVERABLE(s) DUE: **30 days from the end of the work period**

PAYMENT SCHEDULE: **Reimbursement upon receipt of final expenditure report**

PURPOSE AND AUTHORITY: Grant Project to be funded: **Support to municipalities and counties for the development of comprehensive Community Forest Management Plans**
Statutory Authority for this Grant: **N.J.S.A. 13:1L-1 et seq + N.J.S.A. 13:1D-9(r)**
Grant ☐ will ☒ will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Grant"), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment A, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section II, Paragraph 21 constitute the General Terms portion of this agreement.

DEP-069MG
08/15

(Mini-Grant)

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

_____
(signature)

_____, Deputy Attorney General
(print name)

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form ☒ has ☐ has not been provided to the Granting Agency by the Deputy Attorney General.

APPROVAL OF GRANTING AGENCY

New Jersey State Forestry Services
(print name of Granting Agency; all capitals)

By: _____
(signature)

Lynn E. Fleming
(print name)

Director/State Forester
(print title)

Date: 8/31/15

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties") execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

SIGNED

City of Hoboken
(print Grantee's name; all capitals)

By: _____
(signature)

Dawn Zimmer
(Print name)

Mayor
(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Richard Boornazian
(print name)

Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

II. General Terms

The Grantee, in consideration for receipt of Grant Funds, and the Department agree as follows:

1. Use of Funds

Grant funds are to be used solely for the purpose described in the approved project "Scope of Work" appended to this agreement (Attachment A) and may not be used to satisfy any obligation arising outside the work period of this agreement. Reimbursement may be obtained only for costs described in the Grant Budget (Attachment B). Grant funds are not to be used:

a) to lobby or otherwise attempt to influence legislation or government policy;

b) to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;

c) to make grants to individuals or other organizations;

d) to undertake any activity for any purpose other than is set forth in this agreement.

2. Compliance with Existing Laws and Policies

a) The Grantee, in order to induce the State to award the grant and enter into this agreement, agrees and warrants, on behalf of itself and any subcontractors retained under this agreement, this it shall comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies in performance of this agreement. Failure to comply with such laws, rules, regulations or policies shall constitute a material breach of this agreement and be grounds for its termination. Such laws, rules, regulations, and policies include, but are not limited to, the following, where applicable:

1) The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.;

2) The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq.;

3) The "New Jersey Conflicts of Interest Law", the act codified at N.J.S.A. 52:13D-12 et seq., and the Local Government Ethics Law, the act codified at N.J.S.A. 40A:9-22.1 et seq.;

4) The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

5) New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

b) The Grantee represents and warrants that that: (1) no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15; (2) it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19; it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations); and (3) that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable. The Grantee shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee. The Grantee shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

c) The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.

d) The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement: (1) United States Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); (2) Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.) http://www.whitehouse.gov/omb/grants/chart.aspx; and; (3) Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

e) New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.

3. Insurance

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies authorized to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

a) Commercial General Liability: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.

b) Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per occurrence as a combined single limit.

c) Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than: (i) $1,000,000 Bodily Injury, Each Occurrence; (ii) $1,000,000 Disease Each Employee; and (iii) $1,000,000 Disease Aggregate Limit.

4. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

5. **Assignments and Subcontracts**

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

a) As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment D, Subcontractor Certification.

b) The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.

c) The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

6. **Availability of Funds:**

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.

7. **Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

8. **Property Management Standards**

Property furnished by the Department, or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds, shall be utilized and disposed of in a manner generally consistent with State and federal requirements (2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law).

9. **Method of Payment**

a) Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period. As provided by this agreement and the Payment Schedule:

1) If authorized, advance payment will be made to the Grantee upon execution of this agreement by the Department and submission of a properly executed invoice form.

2) Progress payments shall be made by the Department on a periodic basis only upon receipt of the documentation required by the Department as specified in this agreement. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated.

3) A portion of the grant may be withheld by the Department pending receipt of the required final reports.

b) If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

c) The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.

d) Grantee may not use any grant funds to satisfy any obligation arising outside the work period of this agreement.

e) The Grantee is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to $100 per year may be retained by the Grantee for documented administrative expenses. If this agreement is federally funded, any interest above $100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this agreement is funded by the State, interest above $100 per year may be retained by the Grantee for purposes of this agreement or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.

f) Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails timely to return the funds or appeals the disallowed costs, an interest charge shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. If the Grantee is successful on appeal, the accrued interest will be canceled.

10. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements associated with this agreement or the source of funding, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

11. Financial Management System

a) The Grantee's Chief Financial Officer shall be responsible for maintaining an adequate financial management system which shall provide for:

1) accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,

2) records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,

3) effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,

4) comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B, Grant Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,

5) accounting records that are supported by source documentation,

6) procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and

7) procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

b) By execution of this agreement, the Grantee warrants and certifies that its accounting system meets the standards set forth herein. Notwithstanding, the Department may require the submission of a Statement of Adequacy of Accounting System to be made as an attachment to this agreement.
A Statement of Adequacy of Accounting System ☐ is ☒ is not required as part of this agreement.

c) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph a) of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

12. Performance Reporting

The Grantee will submit all reports required by the Department under this agreement and a full and complete final report including the final product described in the scope of work and any documentation supporting the completion of the grant project (i.e. photographs), the manner in which the funds were expended, and all associated receipts. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement or any other agreement entered into between the Department and the Grantee and shall take action to suspend payments to the Grantee by other State agencies.

If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

13. Monitoring Performance

a) The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in the Scope of Work, Attachment A.

b) The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:

   1) problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods; and

   2) favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.

c) The Department may, at its discretion, make site visits to: review project accomplishments and management control systems; audit the financial records pertaining to this agreement; and provide such technical assistance as may be required.

d) If the Grantee is not performing satisfactorily, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

14. Audit Requirements

a) All agreements are subject to audit by the State. This agreement may be audited at the discretion of the State up to five (5) years after the date of last payment under this agreement or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.

b) Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, 2 CFR Part 200, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a local government funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 15-08-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and 2 CFR Part 200. If the Grantee expends a total of $750,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

   Grantees that expend less than $750,000 in federal or State financial assistance within their fiscal year, but expend $100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, 2 CFR Part 200 and State policy.

c) Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section 15 of the General Terms and Conditions of this agreement, Agreement Amendment; Section 17 of the General Terms and Conditions of this agreement, Termination; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the

purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.

d) In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the State, subject to audits by the State at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit.

e) Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

15. Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, with the following exception. If the amendment being documented is of the type described in paragraph a) or b) below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by the originally authorized representatives of the parties will be required.

a) The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the third anniversary of the original Grant Work Period Expiration date of this agreement or any time period for expending the source of funding. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The amendment form (DEP-076) documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.

b) The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:

1) the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,

2) the Department notifies the Grantee at least thirty (30) days in advance of any reduction,

3) after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and

4) the Department considers the Grantee's fixed costs when making any reduction.

16. Closeout Procedures

The closeout of this project shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the following steps:

a) The Grantee shall submit a final report. The Department may permit extensions when requested in writing by the Grantee.

b) The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Grant Budget.

c) The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.

d) In the event a final audit has not been performed prior to the closeout of this project, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.

e) The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section 8, Property Management Standards.

f) The Department retains the right to request any additional information necessary to close out this project and may retain any final grant payment until the closeout procedure is completed.

17. Termination

a) If the Department determines that the Grantee has failed to comply with any terms or conditions of this agreement, then the Department may terminate this agreement, in whole or in part, upon thirty (30) days written notice, commencing with the date of mailing to the grantee's address indicated herein. If the Department terminates this Agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee for commitments made prior to notice of such termination.

b) The Department and the Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.

c) The closeout procedures described in Section 15 of this agreement shall apply in all cases of termination of this agreement.

18. Access to Records

a) The Grantee agrees to make available to the Department, any Federal agency whose funds are expended in the course of this agreement, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Grantee's operations.

b) Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.

c) The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.

d) The State reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

19. Record Retention:

The Grantee shall retain financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to this agreement (a) for a period of five (5) years from the date of last payment under this agreement or the Department's record retention schedule, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below

a) If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

b) Records for nonexpendable property acquired with Department funds shall be retained for five (5) years after its final disposition.

The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

20. Approvals and Authorizations

a) Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.

b) If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate

resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution or authorization is received.

c) If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.

d) If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer.

e) If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

21. Miscellaneous Provisions:

a) Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.

b) Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:

1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.

2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.

c) Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.

d) Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.

e) Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.

f) Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.

g) Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.

h) Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.

i) Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.

j) Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.

k) Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.

l) Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown on Page 1 of this agreement, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.

m) Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.

n) Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.

o) Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.

p) Change in Tax Status: The Grantee shall notify the New Jersey Department of Environmental Protection immediately should there be any change or expected change in the grantee's tax status as recognized by the U.S. Internal Revenue Service.(* Disregard if grant made to a government unit.)

q) Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure of otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section #16 of this agreement.

22. Additional Provisions:

A-1.	Additional Federal Funded Agreement Provisions	☐ yes ☒ no
A-1-A.	Certification of Lobbying and Disclosure of Lobbying Activities	☐ yes ☒ no
A-2.	Federal Funding Accountability and Transparency Act (FFATA) - $25,000 or greater	☐ yes ☒ no
A-3.	U.S. Environmental Protection Agency Funded Agreements	☐ yes ☒ no
A-4.	Community Development Block Grant (CDBG) Funded Projects	☐ yes ☒ no

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

SCOPE OF SERVICES

The Scope of Services for this agreement comprises the Grantee's proposal, and any modifications, amendments, and additions thereto, which is incorporated as part of this Attachment A.

Community Forestry Program Green Community Grants provides funding for assistance in the development of a comprehensive Community Forestry Management Plan (CFMP) approved pursuant to section 7 of P.L.1996, c. 135 (C. 13:1L-17.7), the New Jersey Shade Tree and Community Forestry Assistance Act. The CFMP will provide a proactive approach to tree/forest management that will lead to increased community safety, fewer tree hazard problems, reduced tree-related litigation, and increased environmental, social, and economic benefits as a result of healthy tree cover. Public education, awareness and outreach efforts related to the benefits of healthy trees are also encouraged through this grant.

To be reimbursed for the Green Communities grant, Municipalities or Counties will follow and meet the requirements for development of an approved 5-year Community Forestry Management Plan in accordance with the guidelines and standards of New Jersey Forestry Services and New Jersey Community Forestry Council. Participants will also be required to meet the State's Training and Accreditation Program requirements. These guidelines may be found on the State website at: www.communityforestry.nj.gov.

Funding will be provided by Cool Cities Grant Funds to aid communities in developing community forestry management plans. All applicants are required to provide a matching contribution that must equal 100% or more of the State's contribution or 50% of the total project amount. These matching contributions can come from in-kind services (including volunteer work) and/or payments made. Matching contributions may include implementation practices.

Within 90 days of receiving acknowledgement of the award, the Grantee will select a consultant to assist in creating the CFMP and advise the Community Forestry Program. (For purposes of this grant agreement, the consultant is not a subcontractor under paragraph 4, page 4 of the form DEP-0069MG.).

When the CFMP is complete, the Grantee will follow the Community Forestry Programs guidelines for submission and approval. The Grantee is advised to submit the plan to the State within 1.5 years to allow time for any needed amendments and reimbursement. Once the plan is confirmed as complete, it will be provided to the Community Forestry Council for review.

If the Community Forestry Council recommends amendments to the CFMP, the Grantee has six months to complete the required revisions and re-submit the plan. Technical assistance from the Community Forestry Program will be available for revising the plan. The CFMP will be resubmitted to the Community Forestry Council and the State Forester will grant the final approval.

The Grantee will be reimbursed for the direct cost of hiring the consultant, up to the amount of the grant award. All contributions, whether cash and in-kind, will be accepted as an eligible part of the Grantee's matching share when such contributions meet all of the following criteria:
(a) Are verifiable from the Grantee's records;
(b) Are not included as contributions for any other federally-assisted program or contract;
(c) Are necessary and reasonable for the proper and efficient accomplishment of approved grant objectives;
(d) Are types of charges that would be allowable under the applicable Federal cost principles;
(e) Are used to support activities that are included in the approved grant agreement;
(f) Are incurred and contributed within the grant period

Payments will be made once the Grantee has submitted a CFMP and has received final approval. The Grantee will submit a final report summarizing the project, receipts marked as paid and documentation of in-kind contributions to the Forester managing the grant within 30 days of final approval of the CFMP. The determination as to whether the Grantee has satisfied its obligations for reimbursement, including the eligibility of costs for reimbursement, shall be at the sole discretion of the NJDEP, New Jersey State Forestry Services.

GRANT AGREEMENT
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City of Hoboken

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ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

The Grantee (Loan Recipient or Contractor) shall fully comply with Executive Order 12549 as implemented in federal regulation entitled *GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT*, 2 CFR Part 180, Subpart C - *Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)* and the applicable Federal agency Common Rule regulations found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and the applicable Federal agency Common Rule regulations, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Grantee (Loan Recipient or Contractor) is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee (Loan Recipient or Contractor) acknowledges that failing to disclose the information as required at 2 CFR 180.355 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Grantee (Loan Recipient or Contractor) may access the Excluded Parties List System at http://www.sam.gov.

II. Restrictions on Lobbying

A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

(1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay 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 of a Member of Congress in connection with any of the following covered Federal actions: 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.

(2) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Appendix A-1-A, page 1, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.

(3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Appendix A-1-A, page 2, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.

Attachment A-1-A ☐ is ☒ is not required to be completed as part of this agreement.

B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

III. Compliance with the Civil Rights Act of 1964

A. The Grantee (Loan Recipient or Contractor) must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with non-discrimination requirements.

B. Other civil rights laws may impose additional requirements on the Grantee (Loan Recipient or Contractor) to which the Grantee (Loan Recipient or Contractor) must comply. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and nonprofit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

IV. Trafficking Victim Protection Prohibition Statement

A. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, and the requirements contained in federal regulation 2 CFR Part 175, *TRAFFICKING IN PERSONS*, the Department may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity fails to comply with these requirements. The Grantee (Loan Recipient or Contractor) must inform the Department immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.

B. The Grantee (Loan Recipient or Contractor) must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

V. National Environmental Policy Act (NEPA)

The Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 United States Code 4321, et seq., its implementing regulations 40 CFR Part 1500-1508, and other applicable federal agency NEPA requirements.

VI. Eligible Workers

A. The Grantee (Loan Recipient or Contractor) shall ensure that all employees of the Grantee and the Grantee's contractors funded under this agreement complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Grantee and the Grantee's contractors shall comply with the regulation regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement under this agreement.

B. The Grantee agrees to make these forms available in accordance with the access to records and record retention provision of this agreement.

VII. Requirement for Data Universal Numbering System (DUNS) numbers

As a condition of this agreement, the Grantee (Loan Recipient or Contractor) must provide to the Department its Data Universal Numbering System (DUNS) number. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (http://fedgov.dnb.com/webform). No Grantee (Loan Recipient or Contractor) may receive a subaward unless this number is provided below:

Grantee (Loan Recipient or Contractor) DUNS Number 091858563

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

APPROVED PROJECT BUDGET

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs Salaries	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fringe Benefits	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
B. Consultants and Subcontractors	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
C. Other Costs Specify					
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
▪	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
D. Audit	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Subtotal Direct Costs	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
Less Program Income (enter as negative)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Direct Costs	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
Indirect Costs (indicate rate: 0.00%)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL PROJECT AMOUNT	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00

TOTAL GRANT AMOUNT is [X] the sum of "Federal" and "State" column totals 3,000.00
[ ] the sum of "Federal" "State" and "Other" column totals 0.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
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THE STATE OF NEW JERSEY
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GRANT IDENTIFIER: FS16-089

GOVERNING BODY RESOLUTION

The governing body of City of Hoboken
(print Grantee's name)
desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately $ 3,000.00
to fund the following project:
Green Communities Grant
Community Forestry Management Plan

Therefore, the governing body resolves that Dawn Zimmer or the successor to the office of
(print name)
Mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute
(print title of authorized official)
a grant agreement with the State for a grant in an amount not less than $ 3,000.00 and not more than $ 3,000.00 ,
and (c) to execute ☐ any amendments thereto ☒ any amendments thereto which do not increase the Grantee's obligations.

*The Hoboken City Council authorizes and hereby agrees to
(print name of Grantee's governing body, e.g., board of chosen freeholders)
match 50 % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. 100 % of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).*

Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed _____, _____.

Ayes: _____
Noes: _____
Absent: _____

Seal

* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services to be provided by the Grantee.

CERTIFICATION*

I, James Farina (print name), ☒ municipal clerk ☐ county clerk ☐ utilities Authority Clerk ☐ (other, specify) _____ of City of Hoboken (print Grantee's name) certify that this resolution was duly adopted by Hoboken City Council (print name of Grantee's governing body) at a meeting duly held on the _____ day of _____, _____; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature. **

_____
(signature) *

James Farina
(print name)

City Clerk
(print title)

Date: _____ **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, Grantee must submit a currently certified copy of this Attachment C when it returns the executed agreement to the Department.

DEP-069MG
08/15

(Mini-Grant)

GRANT AGREEMENT
BETWEEN

City of Hoboken

(print name of Grantee; all capitals)

AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

Federal Award Information

Federal Awarding Agency:	
Federal Award Name:	
Federal Award Identification Number (FAIN):	
Federal Award Date:	
Total Amount of the Federal Award:	

I. Grant Award Data and Signatures

Grantee's Name: (the "Grantee")	City of Hoboken
Address:	94 Washington Street Hoboken, New Jersey 07030
Vendor ID #:	226001993
Financial Officer's - Name:	George De Stefano
- Title: (the "Chief Financial Officer")	Financial Officer

The State of New Jersey (The "State")

Department of Environmental Protection (the "Department" or the "DEP")

Granting Agency's – name:	New Jersey State Forestry Services	(the Granting Agency")
- address:	Mail Code 501-04, P.O. Box 420 Trenton, New Jersey 08625	
Grant Officer's - name:	Patricia Shapella	(the "Grant Officer")

TITLE OF GRANT: Green Communities Grant

AMOUNT OF GRANT: $ 3,000.00

Source of funds		AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
	State General Fund	$ 3,000.00	FY16-100-042-4870-101	
	Federal	$ 0.00		
	Grantee	$ 3,000.00		
	Other (i.e. bond fund, tax fund etc.)	$ 0.00		
		$ 6,000.00	TOTAL APPROVED PROJECT AMOUNT	

WORK PERIOD: The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this grant commences on 12/1/2014 or the effective date, whichever is ☐ earlier ☒ later, and runs for a period of 12/1/2016 thereafter. Grant funds may be used only to satisfy obligations which arise during the work period.

REPORT(s)/DELIVERABLE(s) DUE: **30 days from the end of the work period**

PAYMENT SCHEDULE: **Reimbursement upon receipt of final expenditure report**

PURPOSE AND AUTHORITY: Grant Project to be funded: Support to municipalities and counties for the development of comprehensive Community Forest Management Plans

Statutory Authority for this Grant: **N.J.S.A. 13:1L-1 et seq + N.J.S.A. 13:1D-9(r)**

Grant ☐ will ☒ will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Grant"), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment A, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section II, Paragraph 21 constitute the General Terms portion of this agreement.

DEP-069MG
08/15

(Mini-Grant)

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

_____
(signature)

_____, Deputy Attorney General
(print name)

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form ☒ has ☐ has not been provided to the Granting Agency by the Deputy Attorney General.

APPROVAL OF GRANTING AGENCY

New Jersey State Forestry Services
(print name of Granting Agency; all capitals)

By: _____
(signature)

Lynn E. Fleming
(print name)

Director/State Forester
(print title)

Date: 8/31/13

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties") execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

SIGNED

City of Hoboken
(print Grantee's name; all capitals)

By: _____
(signature)

Dawn Zimmer
(Print name)

Mayor
(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Richard Boornazian
(print name)

Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

II. General Terms

The Grantee, in consideration for receipt of Grant Funds, and the Department agree as follows:

1. Use of Funds

Grant funds are to be used solely for the purpose described in the approved project "Scope of Work" appended to this agreement (Attachment A) and may not be used to satisfy any obligation arising outside the work period of this agreement. Reimbursement may be obtained only for costs described in the Grant Budget (Attachment B). Grant funds are not to be used:

a) to lobby or otherwise attempt to influence legislation or government policy;

b) to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;

c) to make grants to individuals or other organizations;

d) to undertake any activity for any purpose other than is set forth in this agreement.

2. Compliance with Existing Laws and Policies

a) The Grantee, in order to induce the State to award the grant and enter into this agreement, agrees and warrants, on behalf of itself and any subcontractors retained under this agreement, this it shall comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies in performance of this agreement. Failure to comply with such laws, rules, regulations or policies shall constitute a material breach of this agreement and be grounds for its termination. Such laws, rules, regulations, and policies include, but are not limited to, the following, where applicable:

1) The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.;

2) The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq.;

3) The "New Jersey Conflicts of Interest Law", the act codified at N.J.S.A. 52:13D-12 et seq., and the Local Government Ethics Law, the act codified at N.J.S.A. 40A:9-22.1 et seq.;

4) The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

5) New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

b) The Grantee represents and warrants that that: (1) no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15; (2) it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19; it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations); and (3) that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable. The Grantee shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee. The Grantee shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

c) The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.

d) The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement: (1) United States Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); (2) Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.) http://www.whitehouse.gov/omb/grants/chart.aspx; and; (3) Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

e) New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.

3. Insurance

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies authorized to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

a) Commercial General Liability: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.

b) Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per occurrence as a combined single limit.

c) Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than: (i) $1,000,000 Bodily Injury, Each Occurrence; (ii) $1,000,000 Disease Each Employee; and (iii) $1,000,000 Disease Aggregate Limit.

4. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

5. **Assignments and Subcontracts**

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

a) As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment D, Subcontractor Certification.

b) The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.

c) The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

6. **Availability of Funds:**

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.

7. **Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

8. **Property Management Standards**

Property furnished by the Department, or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds, shall be utilized and disposed of in a manner generally consistent with State and federal requirements (2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law).

9. **Method of Payment**

a) Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period. As provided by this agreement and the Payment Schedule:

1) If authorized, advance payment will be made to the Grantee upon execution of this agreement by the Department and submission of a properly executed invoice form.

2) Progress payments shall be made by the Department on a periodic basis only upon receipt of the documentation required by the Department as specified in this agreement. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated.

3) A portion of the grant may be withheld by the Department pending receipt of the required final reports.

b) If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

c) The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.

d) Grantee may not use any grant funds to satisfy any obligation arising outside the work period of this agreement.

e) The Grantee is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to $100 per year may be retained by the Grantee for documented administrative expenses. If this agreement is federally funded, any interest above $100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this agreement is funded by the State, interest above $100 per year may be retained by the Grantee for purposes of this agreement or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.

f) Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails timely to return the funds or appeals the disallowed costs, an interest charge shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. If the Grantee is successful on appeal, the accrued interest will be canceled.

10. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements associated with this agreement or the source of funding, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

11. Financial Management System

a) The Grantee's Chief Financial Officer shall be responsible for maintaining an adequate financial management system which shall provide for:

1) accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,

2) records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,

3) effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,

4) comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B, Grant Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,

5) accounting records that are supported by source documentation,

6) procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and

7) procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

b) By execution of this agreement, the Grantee warrants and certifies that its accounting system meets the standards set forth herein. Notwithstanding, the Department may require the submission of a Statement of Adequacy of Accounting System to be made as an attachment to this agreement.
A Statement of Adequacy of Accounting System ☐ is ☒ is not required as part of this agreement.

c) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph a) of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

12. Performance Reporting

The Grantee will submit all reports required by the Department under this agreement and a full and complete final report including the final product described in the scope of work and any documentation supporting the completion of the grant project (i.e. photographs), the manner in which the funds were expended, and all associated receipts. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement or any other agreement entered into between the Department and the Grantee and shall take action to suspend payments to the Grantee by other State agencies.

If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

13. Monitoring Performance

a) The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in the Scope of Work, Attachment A.

b) The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:

1) problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods; and

2) favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.

c) The Department may, at its discretion, make site visits to: review project accomplishments and management control systems; audit the financial records pertaining to this agreement; and provide such technical assistance as may be required.

d) If the Grantee is not performing satisfactorily, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

14. Audit Requirements

a) All agreements are subject to audit by the State. This agreement may be audited at the discretion of the State up to five (5) years after the date of last payment under this agreement or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.

b) Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, 2 CFR Part 200, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a local government funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 15-08-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and 2 CFR Part 200. If the Grantee expends a total of $750,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

Grantees that expend less than $750,000 in federal or State financial assistance within their fiscal year, but expend $100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, 2 CFR Part 200 and State policy.

c) Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section 15 of the General Terms and Conditions of this agreement, Agreement Amendment; Section 17 of the General Terms and Conditions of this agreement, Termination; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the

purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.

d) In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the State, subject to audits by the State at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit.

e) Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

15. Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, with the following exception. If the amendment being documented is of the type described in paragraph a) or b) below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by the originally authorized representatives of the parties will be required.

a) The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the third anniversary of the original Grant Work Period Expiration date of this agreement or any time period for expending the source of funding. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The amendment form (DEP-076) documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.

b) The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:

1) the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,

2) the Department notifies the Grantee at least thirty (30) days in advance of any reduction,

3) after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and

4) the Department considers the Grantee's fixed costs when making any reduction.

16. Closeout Procedures

The closeout of this project shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the following steps:

a) The Grantee shall submit a final report. The Department may permit extensions when requested in writing by the Grantee.

b) The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Grant Budget.

c) The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.

d) In the event a final audit has not been performed prior to the closeout of this project, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.

e) The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section 8, Property Management Standards.

f) The Department retains the right to request any additional information necessary to close out this project and may retain any final grant payment until the closeout procedure is completed.

17. Termination

a) If the Department determines that the Grantee has failed to comply with any terms or conditions of this agreement, then the Department may terminate this agreement, in whole or in part, upon thirty (30) days written notice, commencing with the date of mailing to the grantee's address indicated herein. If the Department terminates this Agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee for commitments made prior to notice of such termination.

b) The Department and the Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.

c) The closeout procedures described in Section 15 of this agreement shall apply in all cases of termination of this agreement.

18. Access to Records

a) The Grantee agrees to make available to the Department, any Federal agency whose funds are expended in the course of this agreement, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Grantee's operations.

b) Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.

c) The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.

d) The State reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

19. Record Retention:

The Grantee shall retain financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to this agreement (a) for a period of five (5) years from the date of last payment under this agreement or the Department's record retention schedule, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below

a) If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

b) Records for nonexpendable property acquired with Department funds shall be retained for five (5) years after its final disposition.

The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

20. Approvals and Authorizations

a) Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.

b) If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate

resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution or authorization is received.

c) If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.

d) If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer.

e) If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

21. Miscellaneous Provisions:

a) Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.

b) Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:

1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.

2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.

c) Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.

d) Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.

e) Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.

f) Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.

g) Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.

h) Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.

i) Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.

j) Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.

k) Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.

l) Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown on Page 1 of this agreement, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.

m) Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.

n) Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.

o) Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.

p) Change in Tax Status: The Grantee shall notify the New Jersey Department of Environmental Protection immediately should there be any change or expected change in the grantee's tax status as recognized by the U.S. Internal Revenue Service.(* Disregard if grant made to a government unit.)

q) Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure of otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section #16 of this agreement.

22. Additional Provisions:

A-1.	Additional Federal Funded Agreement Provisions	☐ yes ☒ no
A-1-A.	Certification of Lobbying and Disclosure of Lobbying Activities	☐ yes ☒ no
A-2.	Federal Funding Accountability and Transparency Act (FFATA) - $25,000 or greater	☐ yes ☒ no
A-3.	U.S. Environmental Protection Agency Funded Agreements	☐ yes ☒ no
A-4.	Community Development Block Grant (CDBG) Funded Projects	☐ yes ☒ no

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

SCOPE OF SERVICES

The Scope of Services for this agreement comprises the Grantee's proposal, and any modifications, amendments, and additions thereto, which is incorporated as part of this Attachment A.

Community Forestry Program Green Community Grants provides funding for assistance in the development of a comprehensive Community Forestry Management Plan (CFMP) approved pursuant to section 7 of P.L.1996, c. 135 (C. 13:1L-17.7), the New Jersey Shade Tree and Community Forestry Assistance Act. The CFMP will provide a proactive approach to tree/forest management that will lead to increased community safety, fewer tree hazard problems, reduced tree-related litigation, and increased environmental, social, and economic benefits as a result of healthy tree cover. Public education, awareness and outreach efforts related to the benefits of healthy trees are also encouraged through this grant.

To be reimbursed for the Green Communities grant, Municipalities or Counties will follow and meet the requirements for development of an approved 5-year Community Forestry Management Plan in accordance with the guidelines and standards of New Jersey Forestry Services and New Jersey Community Forestry Council. Participants will also be required to meet the State's Training and Accreditation Program requirements. These guidelines may be found on the State website at: www.communityforestry.nj.gov.

Funding will be provided by Cool Cities Grant Funds to aid communities in developing community forestry management plans. All applicants are required to provide a matching contribution that must equal 100% or more of the State's contribution or 50% of the total project amount. These matching contributions can come from in-kind services (including volunteer work) and/or payments made. Matching contributions may include implementation practices.

Within 90 days of receiving acknowledgement of the award, the Grantee will select a consultant to assist in creating the CFMP and advise the Community Forestry Program. (For purposes of this grant agreement, the consultant is not a subcontractor under paragraph 4, page 4 of the form DEP-0069MG.).

When the CFMP is complete, the Grantee will follow the Community Forestry Programs guidelines for submission and approval. The Grantee is advised to submit the plan to the State within 1.5 years to allow time for any needed amendments and reimbursement. Once the plan is confirmed as complete, it will be provided to the Community Forestry Council for review.

If the Community Forestry Council recommends amendments to the CFMP, the Grantee has six months to complete the required revisions and re-submit the plan. Technical assistance from the Community Forestry Program will be available for revising the plan. The CFMP will be resubmitted to the Community Forestry Council and the State Forester will grant the final approval.

The Grantee will be reimbursed for the direct cost of hiring the consultant, up to the amount of the grant award. All contributions, whether cash and in-kind, will be accepted as an eligible part of the Grantee's matching share when such contributions meet all of the following criteria:
(a) Are verifiable from the Grantee's records;
(b) Are not included as contributions for any other federally-assisted program or contract;
(c) Are necessary and reasonable for the proper and efficient accomplishment of approved grant objectives;
(d) Are types of charges that would be allowable under the applicable Federal cost principles;
(e) Are used to support activities that are included in the approved grant agreement;
(f) Are incurred and contributed within the grant period

Payments will be made once the Grantee has submitted a CFMP and has received final approval. The Grantee will submit a final report summarizing the project, receipts marked as paid and documentation of in-kind contributions to the Forester managing the grant within 30 days of final approval of the CFMP. The determination as to whether the Grantee has satisfied its obligations for reimbursement, including the eligibility of costs for reimbursement, shall be at the sole discretion of the NJDEP, New Jersey State Forestry Services.

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

The Grantee (Loan Recipient or Contractor) shall fully comply with Executive Order 12549 as implemented in federal regulation entitled *GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT*, 2 CFR Part 180, Subpart C - *Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)* and the applicable Federal agency Common Rule regulations found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and the applicable Federal agency Common Rule regulations, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Grantee (Loan Recipient or Contractor) is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee (Loan Recipient or Contractor) acknowledges that failing to disclose the information as required at 2 CFR 180.355 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Grantee (Loan Recipient or Contractor) may access the Excluded Parties List System at http://www.sam.gov.

II. Restrictions on Lobbying

A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

(1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay 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 of a Member of Congress in connection with any of the following covered Federal actions: 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.

(2) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Appendix A-1-A, page 1, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.

(3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Appendix A-1-A, page 2, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.

Attachment A-1-A ☐ is ☒ is not required to be completed as part of this agreement.

B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

III. **Compliance with the Civil Rights Act of 1964**

A. The Grantee (Loan Recipient or Contractor) must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with non-discrimination requirements.

B. Other civil rights laws may impose additional requirements on the Grantee (Loan Recipient or Contractor) to which the Grantee (Loan Recipient or Contractor) must comply. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and nonprofit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

IV. **Trafficking Victim Protection Prohibition Statement**

A. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, and the requirements contained in federal regulation 2 CFR Part 175, *TRAFFICKING IN PERSONS*, the Department may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity fails to comply with these requirements. The Grantee (Loan Recipient or Contractor) must inform the Department immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.

B. The Grantee (Loan Recipient or Contractor) must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

V. **National Environmental Policy Act (NEPA)**

The Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 United States Code 4321, et seq., its implementing regulations 40 CFR Part 1500-1508, and other applicable federal agency NEPA requirements.

VI. **Eligible Workers**

A. The Grantee (Loan Recipient or Contractor) shall ensure that all employees of the Grantee and the Grantee's contractors funded under this agreement complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Grantee and the Grantee's contractors shall comply with the regulation regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement under this agreement.

B. The Grantee agrees to make these forms available in accordance with the access to records and record retention provision of this agreement.

VII. **Requirement for Data Universal Numbering System (DUNS) numbers**

As a condition of this agreement, the Grantee (Loan Recipient or Contractor) must provide to the Department its Data Universal Numbering System (DUNS) number. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (http://fedgov.dnb.com/webform). No Grantee (Loan Recipient or Contractor) may receive a subaward unless this number is provided below:

Grantee (Loan Recipient or Contractor) DUNS Number 091858563

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

APPROVED PROJECT BUDGET

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs Salaries	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Fringe Benefits	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
B. Consultants and Subcontractors	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
C. Other Costs Specify					
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
*	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
D. Audit	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Subtotal Direct Costs	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
Less Program Income (enter as negative)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Direct Costs	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00
Indirect Costs (indicate rate: 0.00%)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL PROJECT AMOUNT	$ 6,000.00	$ 0.00	$ 3,000.00	$ 3,000.00	$ 0.00

TOTAL GRANT AMOUNT is [X] the sum of "Federal" and "State" column totals 3,000.00
[ ] the sum of "Federal" "State" and "Other" column totals 0.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS16-089

GOVERNING BODY RESOLUTION

The governing body of City of Hoboken
(print Grantee's name)
desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately $ 3,000.00 to fund the following project:

Green Communities Grant
Community Forestry Management Plan

Therefore, the governing body resolves that Dawn Zimmer or the successor to the office of
(print name)
Mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute
(print title of authorized official)
a grant agreement with the State for a grant in an amount not less than $ 3,000.00 and not more than $ 3,000.00, and (c) to execute ☐ any amendments thereto ☒ any amendments thereto which do not increase the Grantee's obligations.

*The Hoboken City Council authorizes and hereby agrees to
(print name of Grantee's governing body, e.g., board of chosen freeholders)
match 50 % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. 100 % of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).*

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed _____, _____.

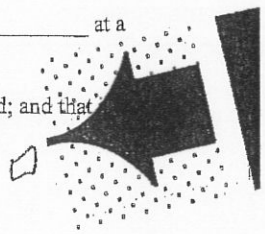
Ayes: _____
Noes: _____
Absent: _____

Seal

* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services to be provided by the Grantee.

CERTIFICATION*

I, James Farina (print name), ☒ municipal clerk ☐ county clerk ☐ utilities Authority Clerk ☐ (other, specify) _____ of City of Hoboken (print Grantee's name) certify that this resolution was duly adopted by Hoboken City Council (print name of Grantee's governing body) at a meeting duly held on the _____ day of _____, _____; that this resolution has not been amended or repealed; and that remains in full force and effect on the date I have subscribed my signature. **



_____
(signature) *

James Farina
(print name)

City Clerk
(print title)

Date: _____ **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, Grantee must submit a currently certified copy of this Attachment C when it returns the executed agreement to the Department.

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Introduced by: Pete Jr Cunningham

Seconded by: [signature]

CITY OF HOBOKEN

RESOLUTION NO. _____

Resolution and Agreement For State Aid

Resolution Authorizing the Submission of a Grant Application and Execution of a Grant Agreement with the New Jersey Department of Transportation for the FY 2016 Municipal Aid Program for Improvements to Washington Street (Phase II)

WHEREAS, the New Jersey Department of Transportation has announced that it is accepting applications for its FY2016 State Aid program; and

WHEREAS, the purpose of the program is to maintain and improve New Jersey's local transportation infrastructure by providing financial assistance to counties and municipalities for traditional and non-traditional transportation initiatives; and

WHEREAS, Municipal Aid has been a significant resource for municipalities in funding local transportation projects; and

WHEREAS, the Department of Transportation encourages all municipalities to consider using the Municipal Aid program to fund projects that support walking and biking in their communities; and

WHEREAS, the NJDOT has set a goal to award up to 10 percent of the Municipal Aid program to fund projects such as pedestrian safety improvements, bikeways and streetscapes; and

WHEREAS, all projects funded through the Transportation Trust Fund must comply with the Americans with Disabilities Act (ADA); and

WHEREAS, the NJDOT requires grant projects to be delivered to construction award within twenty-four months of grant agreement execution; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the City of Hoboken formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as "MA-2016-Hoboken City-00340" to the New Jersey Department of Transportation on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance

of the terms and conditions of the grant agreement and approves the execution of the grant agreement, except that if acceptance requires a City monetary match, the Administration shall return to the City Council for authorization of appropriations prior to acceptance.

Meeting date: October 7, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano			✓	
Peter Cunningham	✓			
James Doyle	✓			
Jennifer Giattino	✓			
Elizabeth Mason		✓		
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo		✓		
President Bhalla	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

CITY CLERK

RECEIVED
AUG - 7 2015
OFFICE OF THE MAYOR
HOBOKEN, NJ

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JAMIE FOX
Commissioner

July 31, 2015

Dear Mayor/Freeholder Director/County Executive:

On behalf of Governor Chris Christie, I am pleased to announce that applications will now be accepted for the New Jersey Department of Transportation's (NJDOT) FY 2016 State Aid programs. As Commissioner of Transportation we are committed to maintaining and improving New Jersey's local transportation infrastructure by providing financial assistance to counties and municipalities for traditional and non-traditional transportation initiatives.

The following is a brief description of each program:

- **Municipal Aid** - This program has been a significant resource for municipalities in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities. NJDOT has set a goal to award up to 10 percent of the Municipal Aid Program funds to projects such as pedestrian safety improvements, bikeways and streetscapes.

- **Transit Village** - This program will award grants for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within 1/2 mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm

- **Bikeways** - This program is intended to fund bicycle projects. It is available to all counties and municipalities. Special consideration will be given to bikeways that are physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.

- **Safe Streets to Transit** - The intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities in order to promote increased usage of transit by all segments of the population.

All projects funded through the Transportation Trust Fund must comply with the Americans with Disabilities Act (ADA). ADA guidance, program descriptions and application guidance materials can be found on the NJDOT website at:

http://www.state.nj.us/transportation/business/localaid/stateaid.shtm

If you choose to apply, please consider the following in your applications. NJDOT requires grant projects to be delivered to construction award within 24 months from the date of grant notification. Please provide background information in the application to support your project's construction readiness. This information will be a factor in our rating of applications.

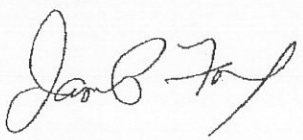
I encourage you to submit applications for these Local Aid programs. Each program application will be evaluated independently, affording counties and municipalities the opportunity to receive funding in more than one category.

The enclosed map provides contact information for each Local Aid District Office. Please keep in mind that a separate application for each project must be completed and submitted on or before October 20, 2015 on-line through SAGE at:

https://enterprisegrantapps.state.nj.us/NJSAGE/

We recommend that you consult with your Local Aid District Office to assist in preparing applications for funding. Thank you for your continued interest and support of NJDOT and best wishes for success with your project applications.

Sincerely,

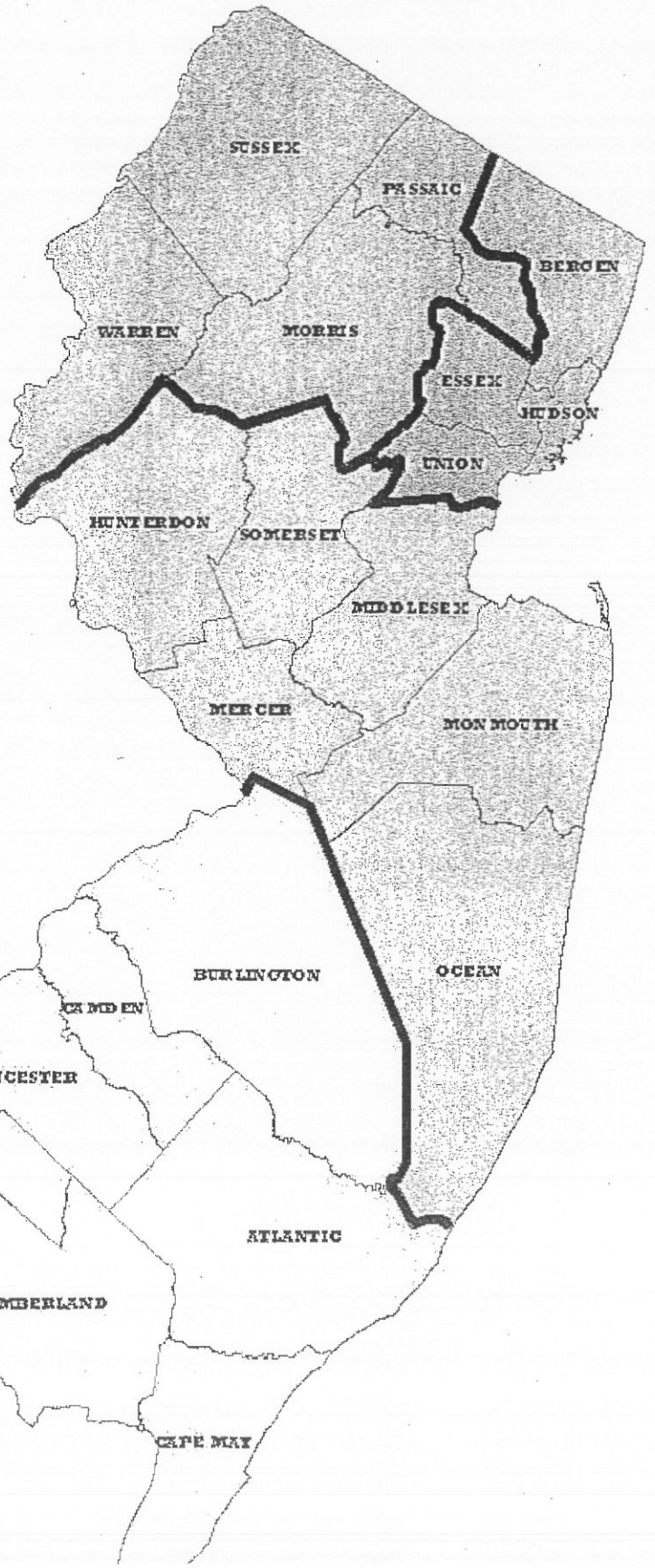


Jamie Fox
Commissioner

Enclosure

c: County Engineer

New Jersey Department of Transportation
Local Aid and Economic Development



District 1

Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
973.601.6700
FAX: 973.601.6709

District 2

153 Halsey Street, 5th Floor
Newark, NJ 07102
973.877.1500
FAX: 973.648-4547

District 3

1035 Parkway Ave
Trenton, NJ 08625
732.625.4290
FAX: 732.625.4292

District 4

1 Executive Campus
Route 70 West
Cherry Hill, NJ 08002
856.486.6618
FAX: 856.486.6771

Introduced by: Peter N. Cunningham

Seconded by: [signature]

13

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION APPROVING THE SUBMISSION OF A NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION – 2015 BONUS GRANT FOR FOOD WASTE, ABANDONED TIRES AND PUBLIC SPACE RECYCLING PROGRAM, AND AUTHORIZING ACCEPTANCE OF SAME BY THE ADMINISTRATION, IF SAME IS RECEIVED

WHEREAS, The New Jersey Department of Environmental Protection is making funds available with a grant program that will provide targeted grants for recycling initiatives in three areas: food waste recycling, scrap tire removal and recycling in public spaces, available to local governments and to county institutions. This program is funded through the Recycling Tax established in the "Recycling Enhancement Act".

WHEREAS, The recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, A resolution authorizing the City of Hoboken to apply for the Bonus Grant for Food Waste, Abandoned Tires and Public Space Recycling will memorialize the commitment of this municipality to recycling and to indicate the assent of the Hoboken City Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Hoboken do hereby endorse the submission of the Bonus Grant for Food Waste, Abandoned Tires and Public Space Recycling grant application to the New Jersey Department of Environmental Protection; and

BE IT FURTHER RESOLVED that the monies received from the Bonus Grant for Food Waste, Abandoned Tires and Public Space Recycling grant be used solely for the purposes outlined in the Bonus Grant application.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement, except that if acceptance requires a City monetary match, the Administration shall return to the City Council for authorization of appropriations prior to acceptance.

Meeting date: October 7, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jennifer Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Bhalla	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

OCT 07 2015

CITY CLERK

Introduced by: Peltz 7-1 Cunningham
Seconded by: [illegible]

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO NATIONAL AUTO FLEET GROUP TO PURCHASE ONE (1) NEW 2016 JEEP PATRIOT FOR THE OFFICE OF THE CONSTRUCTION CODE OFFICIAL IN ACCORDANCE WITH NATIONAL JOINT POWERS ALLIANCE (NJPA) COOPERATIVE PURCHASING CONTRACT # 102811 IN THE TOTAL AMOUNT NOT TO EXCEED $22,735.00

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and National Auto Fleet Group has been approved for an NJPA Cooperative Contract # 102811, which cooperative the City is a part of; and,

WHEREAS, the City requires one (1) new 2016 Jeep Patriot for Hoboken Office of the Construction Code Official (as described in the attached proposal, which shall become part of the contract); and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under NJPA Cooperative Purchasing Contract # 102811; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $22,735.00 is available in the following appropriations: 5-01-22-195-069 **in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: [signature], **George DeStefano, CFO**

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the goods described in the NJPA Cooperative Purchasing contract, for a total not to exceed amount of Twenty Two Thousand Seven Hundred Thirty Five Dollars ($22,735.00), as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the

intent and purpose of this Resolution.

3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the above mentioned goods and/or services based upon the attached proposal, and the following information:

National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle				/
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

OCT 07 2015

James J. Farina

CITY CLERK

CITY OF HOBOKEN
Budget Entry Verification Listing

Batch Id: GDS Batch Date: 10/06/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-22-195-069 General Expense-Construction	Encumbrance	CFO Cert for Meeting of October 7, 2015	22,735.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	22,735.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	22,735.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	22,735.00
Total:	1	22,735.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	22,735.00

Batch: GDS Updated Entries: 1 Updated Amount: 22,735.00 Ref Num: 3725

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: September 22, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Award the Contract to Purchase One (1) 2016 Jeep Patriot for Construction Code Department

Reference: (c) LFN 2012- 10 – Using National Cooperative Contracts

Construction Code Department needs to purchase one (1) 2016 Jeep Patriot.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved national cooperative. National Auto Fleet Group has been approved for an National Joint Powers Alliance (NJPA) Contract # 102811, which cooperative the City is a part of.

I recommend awarding the contract to the following vendor for not to exceed $22,735.00:

National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) BUY-NJPA • (626) 457-5590

(855) 289-6572 • (831) 480-8497 Fax

9/17/2015

QuoteID: **5100**

AL DINEROS
City of Hoboken
Purchasing

94 Washington Street

Hoboken, New Jersey, 07030

Dear AL DINEROS,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2016 Jeep Patriot (MKJE74) 4WD 4dr Sport SE,) and delivered to your specified location, each for

One Unit	
Base Price	$22,735.00
Tax (0.00 %)	$0.00
Tire fee	$0.00
Total	$22,735.00

- per the attached specifications.

This vehicle(s) is available under the **National Joint Powers Alliance Contract 102811.** Please reference this Bid number on all purchase orders. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper

National Fleet Manager

Email: Fleet@NationalAutoFleetGroup.com

Office: (855) 289-6572

Fax: (831) 480-8497

CHEVROLET FORD NISSAN TOYOTA BUICK CADILLAC GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

Please contact our main office with any questions:
1-855-289-6572

Vehicle Configuration Options

ENGINE

Code	Description
ED3	ENGINE: 2.4L I4 DOHC 16V DUAL VVT, (STD)

TRANSMISSION

Code	Description
DA4	TRANSMISSION: 6-SPEED AUTOMATIC, -inc: Autostick Automatic Transmission, Tip Start (STD)

PRIMARY PAINT

Code	Description
PW7	BRIGHT WHITE CLEARCOAT

PAINT SCHEME

Code	Description
___	STANDARD PAINT

SEAT TYPE

Code	Description
G7DV	DARK SLATE GRAY, CLOTH/VINYL LOW-BACK BUCKET SEATS

SHIP THRU CODES

Code	Description

CPOS PKG

Code	Description
2GH	QUICK ORDER PACKAGE 2GH SPORT SE PACKAGE, -inc: Engine: 2.4L I4 DOHC 16V Dual VVT, Transmission: 6-Speed Automatic, Leather Wrapped Steering Wheel, Mineral Gray Gloss Jeep Badge, Mineral Gray Sport SE Badge, Steering Wheel Mounted Audio Controls, Mineral Gray 4X4 Badge, Mineral Gray Patriot Badge, Tow Hooks, Rear Bumper w/Mineral Gray Steppad, Mineral Gray Gloss Roof Rails, Bright Exhaust Tip, Sport SE Hood Decal, Heated Front Seats

ADDITIONAL EQUIPMENT

Code	Description

2016 Fleet/Non-Retail Jeep Patriot 4WD 4dr Sport SE

WINDOW STICKER

2016 Jeep Patriot 4WD 4dr Sport SE 2.4 L/144 Regular Unleaded I-4 6 Speed Automatic w/OD	Interior: Exterior 1: BRIGHT WHITE CLEARCOAT Exterior 2: No color has been selected.

CODE	MODEL	MSRP
MKJE74	2016 Jeep Patriot 4WD 4dr Sport SE	$19,495.00
	OPTIONS	
ED3	ENGINE: 2.4L I4 DOHC 16V DUAL VVT, (STD)	$0.00
DA4	TRANSMISSION: 6-SPEED AUTOMATIC, -inc: Autostick Automatic Transmission, Tip Start (STD)	$1,450.00
PW7	BRIGHT WHITE CLEARCOAT	$0.00
___	STANDARD PAINT	$0.00
G7DV	DARK SLATE GRAY, CLOTH/VINYL LOW-BACK BUCKET SEATS	$0.00
2GH	QUICK ORDER PACKAGE 2GH SPORT SE PACKAGE, -inc: Engine: 2.4L I4 DOHC 16V Dual VVT, Transmission: 6-Speed Automatic, Leather Wrapped Steering Wheel, Mineral Gray Gloss Jeep Badge, Mineral Gray Sport SE Badge, Steering Wheel Mounted Audio Controls, Mineral Gray 4X4 Badge, Mineral Gray Patriot Badge, Tow Hooks, Rear Bumper w/Mineral Gray Steppad, Mineral Gray Gloss Roof Rails, Bright Exhaust Tip, Sport SE Hood Decal, Heated Front Seats	$795.00
	SUBTOTAL	**$21,740.00**
	Advert/ Adjustments	$0.00
	Manufacturer Destination Charge	$995.00
	TOTAL PRICE	**$22,735.00**

Est City: 20 MPG
Est Highway: 26 MPG
Est Highway Cruising Range: 351.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 2.4L I4 DOHC 16V Dual VVT
Transmission: 6-Speed Automatic -inc: Autostick Automatic Transmission, Tip Start
4.12 Axle Ratio
GVWR: 4,575 lbs
50-State Emissions
Electronic Transfer Case
Automatic Full-Time Four-Wheel Drive
60-Amp/Hr 525CCA Maintenance-Free Battery w/Run Down Protection
120 Amp Alternator
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Touring Suspension
Hydraulic Power-Assist Steering
Single Stainless Steel Exhaust
13.5 Gal. Fuel Tank
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs and Brake Assist

EXTERIOR

Wheels: 17" x 6.5" Mineral Gray Aluminum
Tires: P215/65R17 OWL All Terrain
Steel Spare Wheel
Compact Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Black Bodyside Cladding
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Variable Intermittent Wipers
Fully Galvanized Steel Panels
Body-Colored Grille
Liftgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Aero-Composite Halogen Headlamps
Front Fog Lamps

ENTERTAINMENT

Radio: 130
Radio w/Clock and Voice Activation
4 Speakers
Wireless Streaming

Fixed Antenna
SIRIUS Satellite Radio
Audio Jack Input for Mobile Devices
Uconnect w/Bluetooth Wireless Phone Connectivity

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
Manual Rear Windows and Fixed 3rd Row Windows
Voice Recorder
5 Person Seating Capacity
Front Cupholder
Rear Cupholder
Cruise Control w/Steering Wheel Controls
HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
Glove Box
Driver Foot Rest
Interior Trim -inc: Chrome Instrument Panel Insert and Chrome Interior Accents
Full Cloth Headliner
Chrome Gear Shift Knob
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Covered Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Space Lights
Instrument Panel Bin, Driver / Passenger And Rear Door Bins
Manual 1st Row Windows
Delayed Accessory Power
Outside Temp Gauge
Analog Display
Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints
Sliding Front Center Armrest w/Storage
Sentry Key Engine Immobilizer
1 12V DC Power Outlet
Air Filtration

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -Inc: Rear Center 3 Point, Height Adjusters and Pretensioners

15

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO VALUE RESEARCH GROUP FOR THE PROVISIONS OF APPRAISAL SERVICES FOR JEFFERSON STREET GREEN ACRES DIVERSIONS AND FIRST AND JACKSON IN ACCORDANCE WITH VALUE RESEARCH GROUP'S AUGUST 13 AND SEPTEMBER 1 PROPOSALS IN THE TOTAL AMOUNT OF $14,000.00

WHEREAS, the City urgently requires the professional services of real property appraisers for the appraisal of First and Jackson, and the Green Acres Diversion at Jefferson Street, and the total cost of said services is $14,000.00, and Value Research Group has already been authorized as a pool Appraiser by the City Council via resolution; and,

WHEREAS, pursuant to the recommendation of the City Administration, this Council now seeks a contract award for said services; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $14,000.00 is available in the following appropriations: $6,500.00 from 5-01-21-181-036 and $7,500.00 from C-04-60-711-120; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken as follows:

A. This resolution awards a contract to Value Research Group for professional real property appraisal services, in the total amount of Fourteen Thousand Dollars ($14,000.00) for the appraisal of lots at First and Jackson, and the Green Acres Diversion at Jefferson Street, in accordance with the August 13th and September 1st proposals of Value Research Group, attached hereto.

B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.

C. The contract shall be in accordance with the attached proposals, as requested by the Administration.

D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.

E. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.

F. This resolution shall take effect immediately upon passage.

MEETING: October 7, 2015

REVIEWED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Ravi Bhalla				

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

CITY CLERK

Batch Id: GDS Batch Date: 10/06/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-21-181-036 Professional Services - Redevelopment	Encumbrance	CFO Cert for meeting October 7, 2015	6,500.00	1
C-04-60-711-120 Parks Acq Ord Z-94 40A:2-20 Cost	Encumbrance	CFO Cert for meeting October 7, 2015	7,500.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	6,500.00
	C-04	0.00	0.00	0.00	0.00	0.00	7,500.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	14,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	14,000.00
Total:	2	14,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	14,000.00

Batch: GDS Updated Entries: 2 Updated Amount: 14,000.00 Ref Num: 3726

VALUE RESEARCH GROUP, LLC

REAL ESTATE ANALYSTS AND CONSULTANTS

August 13, 2015

Brandy Forbes, Director of Community Development
City of Hoboken
Hoboken City Hall
94 Washington Street
Hoboken, NJ 07030

Re: Proposal for Appraisal and Consulting Services
123 Jefferson Street
Hoboken, New Jersey

Dear Ms. Forbes:

Value Research Group (VRG) is pleased to submit this proposal for the appraisal services in connection with the matter referenced above. The work product will be prepared for you and is for your sole and exclusive use for the matter described here under the terms of this agreement. We request that you seek our written authorization before releasing the report to any other party.

Assignment Summary

Client/Intended User:	City of Hoboken
Intended Use:	To assist the client in determining the market value of the subject property for Green Acres diversion purposes.
Interest Valued:	Fee simple
Date of Value:	Date of Inspection
Type of Value:	Market Value as defined by the appraisal requirements pursuant to FIRREA.
Report Format:	Yellow Book compliant.
Appraisal Fee:	$6,500

Scope of Work

As part of our service, we will visit the property and conduct an inspection of the site and improvements. We will investigate the market, review comparable properties and prepare an appraisal report indicating our opinion the subject property's market value as of the effective date.

The appraisal report and our work product will be prepared in accordance with all report writing requirements of the Standards of Professional Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The report will also conform to Yellow Book Standards.

Prior Services Disclosure

We recently completed an appraisal of the subject property's fair market rental value for the City of Hoboken. The appraisal was intended to assist the City in establishing a market rental rate for the property after completion of a planned expansion. The appraisal report was delivered on July 10, 2015 to Leo Pellegrini, Director of Health & Human Services/Public Works.

Delivery Date

We anticipate that the fieldwork, analysis and appraisal report can be completed within 30 days of your execution of this agreement and receipt of all requested information.

Fee Requirements

The fee for the fieldwork, analysis and preparation of the appraisal report is $6,500. We will not commence work until we have received a signed copy of this agreement. In signing this proposal you represent that you are responsible for the fees incurred. The payment for work done must be at the time of delivery of the report. Note that if the terms of this agreement are not met, we reserve the right to terminate the use of our work product by you and any third parties. Our fee for performing any additional services or attending any meeting after the completion of the appraisal report is $200/hour.

Confidentiality

VRG shall not provide a copy of the written report to, or disclose the results of the analysis prepared in accordance with the Agreement with any party other than the Client, unless the Client authorizes that action, except as stipulated in the Confidentiality Section of the Ethics Rules of the Uniform Standards of Professional Appraisal Practice (USPAP)

Cancellation

The Client may cancel this Agreement at any time prior to our final delivery of the Report upon notification to VRG. Client shall pay VRG for work completed on the assignment prior to VRG's receipt of written cancellation notice, unless otherwise agreed to by the parties.

VRG Independence

VRG cannot agree to provide a value opinion that is contingent on a predetermined amount. VRG cannot guarantee the outcome of the assignment in advance. VRG cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by the Client or others or advance any particular cause. VRG's opinion of value will be developed competently and with independence, impartiality and objectivity.

If the foregoing proposal meets with your acceptance, please sign and return one copy of this agreement. Thank you for the opportunity to prepare this proposal.

Very truly yours,

VALUE RESEARCH GROUP, LLC.

Paul T. Beisser, MAI, CRE
State Certified General Real
Estate Appraiser (RG 00181)

Accepted By _____ Date _____

VALUE RESEARCH GROUP, LLC
REAL ESTATE ANALYSTS AND CONSULTANTS

September 1, 2015

Stephen D. Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
Hoboken City Hall
94 Washington Street
Hoboken, NJ 07030

Re: Proposal for Appraisal and Consulting Services
651 First Street, Hoboken, New Jersey (Block 13 / Lot 15);
90 Jackson Street, Hoboken, New Jersey (Block 13 / Lot 16); and
609-615 First Street, Hoboken, New Jersey (Block 15 / Lot 12)

Dear Mr. Marks:

Value Research Group (VRG) is pleased to submit this proposal for the appraisal services in connection with the matter referenced above. The work product will be prepared for you and is for your sole and exclusive use for the matter described here under the terms of this agreement. We request that you seek our written authorization before releasing the report to any other party.

Assignment Summary

Client/Intended User	City of Hoboken
Intended Use:	To assist the client and intended users in determining the subject property's market value in connection with a potential acquisition.
Interest Valued:	Fee Simple
Date of Value:	Date of Inspection
Type of Value:	Market Value as defined by the appraisal requirements pursuant to FIRREA.
Report Format:	Summary Report Format.
Appraisal Fee:	$7,500 ($2,500/property)

Scope of Work

As part of our service, we will perform interior inspections of the properties, investigate the market, review comparable properties and prepare individual appraisal reports for all three subject properties as of the effective date.

The appraisal reports and our work product will be prepared in accordance with all report writing requirements of the Standards of Professional Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The report will be subject to our Statement of Limiting Conditions and Appraiser's Certification; please let me know if you would like to review this statement before we commence work.

Fee Requirements

The fee for the fieldwork, analysis and preparation of the appraisal reports is $7,500 ($2,500/property). We will not commence work until we have received a signed copy of this agreement. In signing this proposal you represent that you are responsible for the fees incurred. The payment for work done must be at the time of delivery of the report. If this firm is required to take action to enforce the terms of the agreement, you will be responsible for all legal and other expenses incurred by us for this purpose. Note that if the terms of this agreement are not met, we reserve the right to terminate the use of our work product by you and any third parties.

Consulting & Expert Testimony Per Diem Charges

Our fee for the appraisal includes one meeting or phone conference to review our findings and analysis. Subsequently, the fee for attending any meetings, court hearings or trials, depositions and pretrial conferences, whether or not testimony is actually given, and the review of any material submitted by opposing litigants, will be charged at $150/hour on a portal to portal basis.

Delivery Date

We anticipate that the fieldwork, analysis and appraisal report can be completed within 30 days of your execution of this agreement and receipt of all requested information.

Confidentiality

VRG shall not provide a copy of the written report to, or disclose the results of the analysis prepared in accordance with the Agreement with any party other than the Client, unless the Client authorizes that action, except as stipulated in the Confidentiality Section of the Ethics Rules of the Uniform Standards of Professional Appraisal Practice (USPAP)

Cancellation

The Client may cancel this Agreement at any time prior to our final delivery of the Report upon notification to VRG. Client shall pay VRG for work completed on the assignment prior to VRG's receipt of written cancellation notice, unless otherwise agreed to by the parties.

VRG Independence

VRG cannot agree to provide a value opinion that is contingent on a predetermined amount. VRG cannot guarantee the outcome of the assignment in advance. VRG cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by the Client or others or advance any particular cause. VRG's opinion of value will be developed competently and with independence, impartiality and objectivity.

If the foregoing proposal meets with your acceptance, please sign and return one copy of this agreement. Thank you for the opportunity to prepare this proposal.

Very truly yours,

VALUE RESEARCH GROUP, LLC.

Paul T. Beisser, MAI, CRE
State Certified General Real
Estate Appraiser (RG 00181)

Accepted By

Date

16

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. : _____

A RESOLUTION TO AUTHORIZE 60-DAY PILOT PROGRAMS TO RELOCATE BUS STOPS FOR THE HOP AND LICENSED SHUTTLE BUSES WITHIN THE HOBOKEN TERMINAL AREA

WHEREAS, the City of Hoboken Department of Transportation and Parking establishes roadway design policies based on best practices and federal and state standards; and,

WHEREAS, The Hop Community Shuttle Bus enhances local transportation resiliency through the operation of three routes that provide service within a three minute walk of 90 percent of Hoboken residents; and,

WHEREAS, relocating the current Hoboken Terminal Hop bus stop from the east side of River Street between Hudson Place and Newark Street to the south side of Hudson Place between Hudson Street and River Street may improve the visibility and accessibility of the Hop to PATH and Hoboken Terminal passengers; and,

WHEREAS, relocating the Hudson Place bus stop for licensed shuttle buses from the north side of Hudson Place near River Street to the south side of Newark Street between River Street and Sinatra Drive may alleviate peak period traffic congestion on the easternmost block of Hudson Place; and,

WHEREAS, both pilot programs would last for 60 days and then be evaluated using a combination of field observations, ridership data, and constituent feedback to determine whether each pilot should be adjusted or made permanent, pending a vote by City Council.

NOW, THEREFORE, BE IT RESOLVED, that the Hoboken City Council authorizes a 60-day pilot program beginning October 13 through December 12, 2015, to relocate the current Hop bus stop in section 190-13(N) of the Hoboken Municipal Code as follows:

A. From the east side of River Street between Hudson Place and Newark Street,
B. To the south side of Hudson Place between Hudson Street and River Street, beginning at a point 95 feet east of the easterly curbline of Hudson Street and extending 75 feet easterly therefrom,
C. During the hours of 7:00am-8:00pm, Monday through Friday.

BE IT FURTHER RESOLVED, that the Hoboken City Council authorizes a 60-day pilot program beginning October 13 through December 12, 2015, during which it will temporarily amend section 190-13(M) of the Hoboken Municipal Code to relocate the current bus stop from the north side of Hudson Place near River Street to the south side of Newark Street

beginning at a point 35 feet east of the easterly curbline of River Street and extending 160 feet easterly therefrom, during the hours of 4:00pm-9:00pm,Monday through Friday.

BE IT FURTHER RESOLVED, prior to the conclusion of the 60-day pilot program, the City will use standard engineering evaluation metrics to make recommendations whether to make the pilot program permanent or revert back to the previous condition; should ordinances permanently amending these code sections fail to pass within the 60-day period, these pilot programs will lapse at 11:59PM on December 12, 2015 and activities and enforcement shall revert back to the code sections described above, as currently written.

Meeting date: October 7, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jennifer Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
President Bhalla	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 07 2015

CITY CLERK

17

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. : ____

A RESOLUTION TO AUTHORIZE A 60-DAY PILOT PROGRAM TO IMPLEMENT PEAK HOUR PARKING RESTRICTIONS ON 12th STREET BETWEEN CLINTON STREET AND WILLOW AVENUE

WHEREAS, the City of Hoboken Department of Transportation and Parking establishes roadway design policies based on best practices and federal and state standards; and,

WHEREAS, significant peak hour traffic congestion has been observed in the area of Wallace Elementary School around 12th Street between Clinton Street and Willow Avenue; and,

WHEREAS, in 2014 Boswell Engineering was commissioned by the City to complete a study with recommendations for improving peak period traffic circulation in the area of 12th Street near Wallace Elementary School; and,

WHEREAS, one of the circulation alternatives considered in the study was the conversion of the intersection of Clinton Street and 12th Street from a one-way stop to a multi-way stop, which was approved by City Council and implemented by the Department of Transportation and Parking in 2014 in an effort to improve traffic circulation on 12th Street between Grand Street and Willow Avenue; and,

WHEREAS, since the installation of multi-way stop signs at the intersection of Clinton Street and 12th Street, it has been observed that significant peak period traffic congestion remains in the area of 12th Street near Wallace Elementary School; and,

WHEREAS, an additional alternative in the 2014 Boswell study considered parking restrictions on 12th Street in order to accommodate a left turn lane between Clinton Street and Willow Avenue; and,

WHEREAS, by adding a left turn lane on 12th Street between Clinton Street and Willow Avenue, average delay during peak periods would be reduced from an average of 61 seconds to 21 seconds according to the Synchro model run by Boswell; and,

WHEREAS, such a pilot program would last for 60 days and then be evaluated using metrics of safety and travel delay to determine whether the pilot should be adjusted or made permanent, pending a vote by City Council.

NOW, THEREFORE, BE IT RESOLVED, that the Hoboken City Council authorizes a 60-day pilot program beginning October 16 and ending December 15, 2015, to suspend Hoboken Code Section §141A-2(H) to remove on-street parking from both sides of 12th

Street between Clinton Street and Willow Avenue between the hours of 6:00am-10:00am, Monday through Friday, in order to accommodate a temporary left turn lane.

BE IT FURTHER RESOLVED, prior to the conclusion of the 60-day pilot program, the City will use standard engineering evaluation metrics to make recommendations whether to make the pilot program permanent, which shall be done by a properly adopted ordinance or the streetway will automatically revert back to the ordained condition as defined in Hoboken Municipal Code §141A-2(H) at 11:59PM on December 15, 2015.

Meeting date: October 7, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jennifer Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
President Bhalla	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

CITY CLERK

18

SPONSORED: Peter A. Cunningham
SECONDED:

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION TO AMEND THE LOCATIONS OF AD PANELS FOR THE BIKE SHARE PROGRAM WITHIN THE CITY OF HOBOKEN

WHEREAS, the City of Hoboken has awarded a contract to operate a bike share system to NJ BikeShare, LLC (d/b/a Bike the Skyline); and

WHEREAS, the contract authorizes Bike the Skyline to generate revenue for the program through membership fees, advertising, and sponsorships; and

WHEREAS, advertising is estimated to provide approximately one third of the revenue necessary to operate the program; and

WHEREAS, ad panel locations were previously authorized by the City Council, and the City wishes to relocate some of the locations to minimize the impact on pedestrian and vehicular traffic while still generating the revenue necessary to operate the program; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hoboken hereby authorizes installation and maintenance of said advertising panels by Bike the Skyline at the following locations, with the number of panels per location as herein defined:

- Hudson Pl & River St (2 panels)
- Hudson Pl & Hudson St (2 panels)
- ~~1st St & Washington St (1 panel)~~
- ~~4th St & Washington St (1 panel)~~
- ~~6th St & River St (1 panel)~~
- ~~11th St & Washington St (1 panel)~~
- 14th St & Washington St (~~2 panels~~) (1 panel)
- 14th St & Sinatra Dr (2 panels)
- ~~14th St & Grand St (2 panels)~~
- ~~8th St & Jackson St (1 panel)~~
- ~~2nd St & Marshall Dr (1 panel)~~
- ~~Observer Highway & Harrison St (1 panel)~~
- Newark St & Adams St (~~2 panels~~) (1 panel)
- Newark Street: on the south side sidewalk of Newark Street located approximately 110' east of the easterly curbline of Hudson Street (1 panel)
- Hudson Street: on the west side sidewalk of Hudson Street located approximately 50' south of the southerly curbline of 1st Street (1 panel)
- River Street (Garage D): on the west side sidewalk of River Street located approximately 185' south of the southerly curbline of 3rd Street (1 panel).
- River Street (Garage B): on the west side sidewalk of River Street located approximately 95' south of the southerly curbline of 2nd Street (1 panel)
- Hudson Street (Garage D): on the east side sidewalk of Hudson Street located approximately 185' south of the southerly curbline of 3rd Street (1 panel)

- River Street (Garage G): on the west side sidewalk of River Street located approximately 165' south of the southerly curbline of 4th Street.
- Hudson Street (Garage B): on the east side sidewalk of Hudson Street located approximately 140 feet south of the southerly curbline of 2nd Street; and,

BE IT FURTHER RESOLVED, all installations by Bike the Skyway and/or its contractors shall be in accordance with all applicable laws; and,

BE IT FURTHER RESOLVED, this resolution shall be effective immediately upon passage.

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle				/
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 07 2015

CITY CLERK

INTRODUCED BY: Ruth H. Cunningham
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

AUTHORIZING THE CITY OF HOBOKEN TO ACCEPT AND QUALIFY RESPONSES TO THE REQUESTS FOR QUALIFICATION FOR REAL ESTATE APPRAISERS FOR THE CITY FROM THE DATE OF RESOLUTION THROUGH OCTOBER 7, 2016

WHEREAS, it is necessary for the City of Hoboken to engage, from time-to-time, the services of a qualified firm and/or professional to provide Professional Services as Real Estate Appraisers for the City; and,

WHEREAS, N.J.S.A. 19:44A-20.1 et seq., commonly known as the State "Pay to Play" Law took effect on January 1, 2006; and,

WHEREAS, the City has fully complied with the "fair and open" process set forth under N.J.S.A. 19:44A-20.1 et. seq., by issuing a Request for Qualifications for Real Estate Appraisers for the City; and,

WHEREAS, the City's review team has determined that the below listed respondents to the RFQ provide the City with the best options for efficient and effective Real Estate Appraisers for the City, through October 7, 2016, and are each qualified to be considered by the City Administration, if and when the Administration finds it necessary, to engage the services of such respondent, subject to actual contract awards and appropriations of funds at the time of contracts for service;

NOW, THEREFORE, BE IT RESOLVED by the City of Hoboken that the below listed respondents be and are hereby deemed qualified to be contracted for Real Estate Appraisers for the City, as necessary when determined by the Administration, through October 7, 2016:

Value Research Group, LLC
301 South Livingston Avenue
Suite 104
Livingston, NJ 07039

Federal Appraisal and Consulting. LLC
460 US Highway 22 West
Suite 403
Whitehouse Station, NJ 08889

Meeting date: October 7, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

OCT 07 2015

CITY CLERK

20

Sponsored By:

Co-sponsored By:

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH UNITED CEREBRAL PALSY OF HUDSON COUNTY (HOBOKEN UNIT)

Whereas, the Board of Directors of United Cerebral Palsy of Hudson County (Hoboken Unit) located at 1005 Washington Street Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "United Cerebral Palsy of Hudson County After School Program" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $2,000.00 out of available City of Hoboken Community Development Block Grant funds and $3,245.06 out of available City of Hoboken Miscellaneous Program Income funds for United Cerebral Palsy of Hudson County (Hoboken Unit) to operate said program within the City of Hoboken; and

Therefore Now Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and United Cerebral Palsy of Hudson County (Hoboken Unit), and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

Brandy A. Forbes, Director

Approved as to form:

Melissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
UNITED CEREBRAL PALSY OF HUDSON COUNTY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and United Cerebral Palsy of Hudson County (herein called the "Subrecipient"), with an address of 721 Broadway, Bayonne, NJ 07002.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "UCP of Hudson County After School Program" and will be awarded $2,000.00 in Community Development Block Grant (CDBG) funds to provide recreational, socialization and cognitive skill-enhancement services at the 1005 Washington Street, Hoboken, NJ location to individuals with development disabilities. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to provide an after school program to 24 individuals with development disabilities. The program service includes a transportation component for pick-up and drop-off. The on-site component provides recreational, socialization and cognitive skill-enhancement as well as community integration.

3. General Administration

The Subrecipient will utilize funding to pay for the program's utility expenses.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05B Handicapped Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will serve 24 unduplicated, low and moderate income clients and provide 30 hours of service each month, per individual over the course of this 12-month agreement. The Performance Measurement used to measure project success will be the number of disabled individuals utilizing the handicap services provided.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPITON

Type of Project: Public Service

Project Location: 1005 Washington Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:05B Handicapped Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $2,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Operating Costs		
Office Supplies	$12,150	
Office Rentals	$51,250	
Equipment Rental and Purchase	$5,497	
Phone	$4,310	
Copying/Printing	$5,685	
Fuel/Electric	$17,210	$2,000
Other	$14,720	
Total Uses	$111,182	$2,000
Sources		
City of Hoboken CDBG	$2,000	
City of Hoboken City Match	$3,245.06	
Total Sources	$5,245.06	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $2,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

Keith Kearney
Subrecipient
721 Broadway
Bayonne, NJ, 07002
(201) 436-2200
kkearney@ucpofhudsoncounty.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Section 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all

applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright
If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

United Cerebral Palsy of Hudson County

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **UNITED CEREBRAL PALSY – UCP OF HUDSON COUNTY AFTER SCHOOL PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

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Sponsored By:

Co-sponsored By:

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH TRUE MENTORS, INC.

Whereas, the Board of Directors of TRUE Mentors, Inc., located at 123 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "TRUE Mentors Internship Program Expansion" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $12,500.00 out of available City of Hoboken Community Development Block Grant funds to TRUE Mentors, Inc. for a job creation and/or retention program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and TRUE Mentors, Inc., and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

Brandy A Forbes, Director

Approved as to form:

Mellissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
TRUE MENTORS, INC.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and TRUE Mentors, INC. (herein called the "Subrecipient"), with an address of 123 Jefferson Street, Hoboken, NJ 07030.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "TRUE Mentors Internship Program Expansion" and will be awarded $12,500 in Community Development Block Grant (CDBG) funds to provide job training services to low and moderate income youth. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to expand the Internship Program from 9 interns in 2014-2015 school year to 15 interns in the 2015-2016 school year. Expansion will include increasing the workshops related to college prep, incorporating "life skills" training to prepare students for their future, and going on college visits. Grant funding will serve high school students in the Hoboken area.

3. General Administration

The Subrecipient has a full-time program director in the position needed to facilitate the program, the distribution of funds, and the evaluation and growth of programming. The Director will spend 20% of her time on this activity on a weekly basis, estimating roughly 9 hours per week.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient qualifies as a Community Based Development Organization (CBDO), as defined by 24 CFR 570.204(c).

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income Limited Clientele Job Creation or Retention activities as stated in 24 CFR 570.208(a)(4). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 18B Economic Development Administration & Technical Assistance requirements as stated in 24 CFR 570.203(c).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide paid internship opportunities to 15 low and moderate income youth participants for the 2015-2016 school year. Each participant will complete the 14 week internship. Job retention will be measured by the ability of students to retain a full-time job based on the training provided during the course of their internship.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Special Economic Development Activities

Project Location: 123 Jefferson Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 18B Economic Development Administration & Technical Assistance

Eligibility Citation: 24 CFR 570.203(c)

Amount Funded: $12,500.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Personnel Costs		
Rebecca Denaro	$9,546.96	$5,000
Intern's Payment	$9,030	$5,423
Operating Costs		
College Visits	$900	$550
Training Materials	$160	$100
Microsoft Word for Laptops	$119	$119
SAT Prep Materials	$400	$200
Teen Internship Brochures	$200	
Workshops	$940	$550
Checks	$160	
Quick Books	$558	$558
Total Uses	$22,013.96	$12,500
Sources		
City of Hoboken CDBG	$12,500	
Other (Fundraising Events)	$9,513.96	
Total Sources	$12,500	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $12,500. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Rebecca Denaro
Subrecipient
P.O. Box 6264
Hoboken NJ, 07030
(201) 564-8103
rdenaro@truementors.org

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities

to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records complying with 24 CFR 570.208(a)(4)(vi) and (v), which determines whether a job is being held or made available to a low and moderate income person.

b. Records providing a full description of each activity undertaken;

c. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

d. Records required to determine the eligibility of activities;

e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

g. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget

and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition

of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the

Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the

payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

TRUE Mentors, INC.

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
JOB CREATION/RETENTION CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records determining whether a job is being held or made available to a low and moderate income person.

2. Records listing, by job title, internships acquired and confirmation of interns who transitioned their roles into permanent job placement.

3. Records indicating which jobs are part-time and (where it is known) which are held by low and moderate income persons at the time CDBG assistance was provided.

4. Records describing the hiring process, which low and moderate income persons were interviewed and which low and moderate income persons were hired.

5. Documentation of the size and annual income of each intern's family.

6. Records showing the following:
   a. the address of the business providing the job;
   b. the census tract that the address of the job is located;
   c. the percent of persons residing in the job's census tract who either are in poverty or who are low-and moderate-income (also provide the data source uses for determining the percentage).

7. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

8. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

   - **TRUE MENTORS, INC. – INTERNSHIP PROGRAM EXPANSION**

22

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH TRUE MENTORS, INC.

Whereas, the Board of Directors of TRUE Mentors, Inc., located at 123 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "TRUE Mentors Mentoring and Clubs Expansion" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $12,500.00 out of available City of Hoboken Community Development Block Grant funds for TRUE Mentors, Inc. to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and TRUE Mentors, Inc., and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

_____

Brandy A Forbes, Director

Approved as to form:

_____

Mellissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason	✓			✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
TRUE MENTORS, INC.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and TRUE Mentors, Inc. (herein called the "Subrecipient"), with an address of P.O. Box 6264, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "TRUE Mentors Mentoring and Club Expansion" and will be awarded $12,500 in Community Development Block Grant (CDBG) funds to provide mentorship and educational enrichment services. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to formalize a Mentorship and Club Expansion to support the growth of one-on-one mentoring program and weekly enrichment clubs. The Subrecipient will to make 50 mentorship matches in September 2015 through June 2015. In addition, the Subrecipient will provide ongoing training opportunities for mentors to expand their knowledge and impact.

3. **General Administration**

The Subrecipient will utilize CDBG funding to cover a portion of the Program Director's salary, which focuses on the growth, safety and improvement of our youth program.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05D Youth Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to service up to 30 low to moderate income students through field trip events and other club activities, including activities with mentors. The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income students being provided with increased levels of service.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 123 Jefferson Street, Hoboken, NJ 07030

Service Area: N/A

Matrix Code:05D Youth Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $12,500.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Personnel Costs		
Rebecca Denaro	22,308.84	$5,000
Administrative Costs		
Office Rent	$2,400	$2,400
Mail Communication	$240	$240
Program Staff Salary	$22,308.84	$5,000
Class Snacks	$2,044	$800
Club Supplies	$1,288	$65
Printing Costs	$175	$135
Bus for Field Trips	$800	$800
Public Transportation – Field Trips	$600	$600
Special Events – Workshops & Celebrations	$480	$480
Volunteer Appreciation	$125	$125
Mentor Support Events	$1,334	$500
Mentor Training Materials	$557	$150
Mentor Screening Costs	$1,325	$1,000
E-fax	$120	$80
Mentee Support Events	$176.01	$125
Other	$804	$0
Total Uses	$34,776.85	$12,500
Sources		
City of Hoboken CDBG	$12,500	
Other (Fundraising Events)	$22,276.85	
Total Sources	$12,500	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $12,500. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Rebecca Denaro
Subrecipient
P.O. Box 6264
Hoboken NJ, 07030
(201) 564-8103
rdenaro@truementors.org

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities

to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient

accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for

such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Section 4 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in

all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

TRUE Mentors, Inc.

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-December 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **TRUE MENTORS, INC. – MENTORSHIP AND CLUB EXPANSION**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

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Sponsored By:

Co-sponsored By:

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH ALL SAINTS COMMUNITY SERVICE & DEVELOPMENT CORPORATION

Whereas, the Board of Directors of All Saints Community Service & Development Corporation located at 601 Jackson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Jubilee Center's Investing in Children Program" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $20,000.00 out of available City of Hoboken Community Development Block Grant funds and $10,000.00 out of available City of Hoboken Miscellaneous Program Income funds for All Saints Community Service & Development Corporation to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and All Saints Community Service & Development Corporation, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

Approved as to form:

Brandy A Forbes, Director **Mellissa Longo, Corporation Counsel**

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
ALL SAINTS COMMUNITY SERVICE & DEVELOPMENT CORPORATION
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and All Saints Community Service & Development Corporation (herein called the "Subrecipient"), with an address of 601 Jackson Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Jubilee Center's Investing in Children Program" and will be awarded $20,000.00 in Community Development Block Grant (CDBG) funds to provide educational support, nutritional meals, health and wellness activities and recreational activities to low and moderate income youth. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient intends to provide three core areas of service for low-income young people, ages 6 through 13 at the Jubilee Center in Hoboken: 1) Academic Support Services; 2) Health, Wellness and Fitness Activities; and 3) Arts and Positive Recreational Services.

3. General Administration

Funding will support three lead program staff for after school and summer camp instructions for young people ages 6 years through 13 years at the Jubilee Center program site in Hoboken.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05D Youth Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The proposed objective of this project is to create a suitable living environment by expansion of educational, recreational, and wellness programs offered to youth from low and moderate income families throughout the year. The proposed outcome of the project is that 100 unduplicated low and moderate income youth will have access to these programs. The performance measurement used for the success of the project is the number of non-duplicated low and moderate income youth utilizing the programs offered at the Jubilee Center.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 123 Jefferson Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:05D Youth Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $20,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Personnel Costs		
Grendaly Lopez	$10,000	$10,000
Johnny Dyer	$10,000	$10,000
Diamond Rodriguez	$10,000	
Total Uses	$30,000	$20,000
Sources		
City of Hoboken CDBG	$20,000	
City of Hoboken City Match	$10,000	
Total Sources	$30,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $20,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice

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

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

David Shehigian
Subrecipient
601 Jackson Street
Hoboken NJ, 07030
(201) 792-0340 x15
dshehigian@jubileecenterhoboken.org

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the

Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

   The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

   Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

   The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all

applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

All Saints Community Service & Development Corporation

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1) Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2) Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3) Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4) The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5) Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6) All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **ALL SAINTS COMMUNITY SERVICE AND DEVELOPMENT CORPORATION – JUBILEE CENTER'S INVESTING IN CHILDREN PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH MILE SQUARE EARLY LEARNING CENTER

Whereas, the Board of Directors of Mile Square Early Learning Center located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Infant Program" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $30,139.70 out of available City of Hoboken Community Development Block Grant funds and $10,000.00 out of available City of Hoboken Miscellaneous Program Income funds for Mile Square Early Learning Center to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Mile Square Early Learning Center, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

_____

Brandy A Forbes, Director

Approved as to form:

_____

Mellissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
MILE SQUARE EARLY LEARNING CENTER
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Mile Square Early Learning Center (herein called the "Subrecipient"), with an address of 301 Garden Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Infant Program" and will be awarded $30,139.70 in Community Development Block Grant (CDBG) funds to provide day care services to children from low and moderate income families. The subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is will provide day care services and early childhood education to 62 infants and toddlers up to 3 years from low income families in need of day care services.

3. General Administration

CDBG Funding will cover a portion of staff salary for two (2) Infant Teachers currently on staff.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of

slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05L Child Care Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will serve up to 62 children from unduplicated low and moderate income households over the course of this 12-month Agreement.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 301 Garden Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 05L Child Care Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $30,139.70

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Personnel Costs		
Antonia Mendez	$28,215.00	$15,069.85
Rosa Pagan	$27,846.00	$15,069.85
Total Uses	$56,061.00	$30,139.70
Sources		
City of Hoboken CDBG	$30,139.70	
City of Hoboken Match	$10,000.00	
Total Sources	$40,139.70	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $30,139.70. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

Graciela Garcia
Subrecipient
301 Garden Street
Hoboken NJ, 07030
(201) 683-6800
ggarcia@mselc1979.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage,** and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30

days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337,** and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable

Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient

certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____
CITY CLERK

Countersigned_____
FINANCE OFFICER

Mile Square Early Learning Center

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____
CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____
CONTRACT COMPLIANT SUPERVISOR

_____
ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **MILE SQUARE EARLY LEARNING CENTER – INFANT PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Sponsored By:

Co-sponsored By:

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH HOPES COMMUNITY ACTION PARTNERSHIP INC.

Whereas, the Board of Directors of the HOPES Community Action Partnership Inc. located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "HOPES Early Childhood Program" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $30,000.00 out of available City of Hoboken Community Development Block Grant funds and $20,000.00 out of available City of Hoboken Miscellaneous Program Income funds for HOPES Community Action Partnership Inc. to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and HOPES Community Action Partnership Inc., and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

Brandy A Forbes, Director

Approved as to form:

Mellissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOPES COMMUNITY ACTION PARTNERSHIP INCORPORATED
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and HOPES Community Action Partnership Incorporated (herein called the "Subrecipient"), with an address of 301 Garden Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. **General Statement**
   The Subrecipient will be responsible for the administration of a project entitled "HOPES Early Childhood Program" and will be awarded $30,000.00 in Community Development Block Grant (CDBG) funds to provide early childhood services to children from low and moderate income families. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. **Program Delivery**

   The Subrecipient is receiving funding to work towards achieving goals for children that would help improve their school success beyond the years the child is enrolled in HOPES in its Birth to Five Program in Hoboken. The program proposes to serve 34 children age's birth through 3 years and 157 children ages 3 years to 5 years that reside in Hoboken.

3. **General Administration**

   CDBG Funding will cover the costs of utility expenses, including electric, HVAC, water, and gas.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05L Child Care Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will provide child care services to 189 children through Early Head Start and Head Start programs, including 34 children ages birth to 3 years in Early Head Start and 157 children ages 3 years to 5 years in Head Start. The Performance Measurement used to measure project success will be the number of non-duplicated children from low and moderate income families utilizing the available public services.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 301 Garden Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 05L Child Care Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $30,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Operating Costs		
Office Supplies	$53,617	
Equipment Rental and Purchase	$29,165	
Phone	$95,168	
Fuel/Electric	$128,073	$30,000
Rent	$217,253	
Total Uses	$523,276	$30,000
Sources		
City of Hoboken CDBG	$30,000	
City of Hoboken City Match	$20,000	
Total Sources	$50,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $30,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any

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

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Simona Ovanezian
Subrecipient
301 Garden Street
Hoboken NJ, 07030
(201) 656-3711 Ext. 1014
sovanezian@hopes.org

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the

Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage,** and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337,** and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

~~2.~~3. Client Data

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

~~3.~~4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits

discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Section 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with

2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright
If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____
CITY CLERK

Countersigned_____
FINANCE OFFICER

HOPES Community Action Partnership Incorporated

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____
CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____
CONTRACT COMPLIANT SUPERVISOR

_____
ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **HOPES COMMUNITY ACTION PARTNERSHIP INCORPORATED – EARLY CHILDHOOD PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

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Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH BOYS & GIRLS CLUB OF HUDSON COUNTY (HOBOKEN UNIT)

Whereas, the Board of Directors of the Boys & Girls Club of Hudson County (Hoboken Unit), located at 123 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Triple Play Healthy Habits" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $5,000.00 out of available City of Hoboken Community Development Block Grant funds for the Boys and Girls Clubs of Hudson County (Hoboken Unit) to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and the Boys & Girls Clubs of Hudson County (Hoboken Unit), and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

_____

Brandy A Forbes, Director

Approved as to form:

_____

Mellissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Farrin

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
BOYS & GIRLS CLUBS OF HUDSON COUNTY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Boys & Girls Clubs of Hudson County (herein called the "Subrecipient"), with an address of 123 Jefferson Street, Hoboken, NJ 07030.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Triple Play Healthy Habits" and will be awarded $5,000.00 in Community Development Block Grant (CDBG) funds to provide nutritional and education services to low and moderate income youth. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to support Triple Play Healthy Habits, which provides hot meals through the Community Food Bank of New Jersey each day throughout the school year. During summer months, breakfast, lunch and snack are served each camp day.

3. General Administration

The Subrecipient will pay a portion of Food Preparer salary with CDBG funding. The Food Preparer is responsible for preparing and serving meals and meeting all health and safety standards.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05D Youth Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to food services, nutritional information, and physical activities to 100 unduplicated low and moderate income youth over the course of this 12-month Agreement, with the goal of creating long-term healthy lifestyles. The performance measurement used for the success of the project is the number of youth utilizing the program offered at the Boys and Girls Club of Hoboken.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 123 Jefferson Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:05D Youth Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $5,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Personnel Costs		
Eleanor Fresse	$17,000	$5,000
Total Uses	$17,000	$5,000
Sources		
City of Hoboken CDBG	$5,000	
Total Sources	$5,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $5,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

Gary Greenberg
Subrecipient
225 Morris Boulevard
Jersey City, NJ, 07302
(201) 333-4100 x302
ggreenberg@bgchc.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the

reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

~~2.~~3. Client Data

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

~~3.~~4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the

withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR

570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient

certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

Boys & Girls Clubs of Hudson County

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **BOYS AND GIRLS CLUBS OF HUDSON COUNTY – TRIPLE PLAY HEALTHY HABITS PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPIENT CDBG GRANT FUNDING AGREEMENT WITH BOYS & GIRLS CLUB OF HUDSON COUNTY (HOBOKEN UNIT)

Whereas, the Board of Directors of the Boys & Girls Club of Hudson County (Hoboken Unit), located at 123 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Rising STAR's" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $10,000 out of available City of Hoboken Community Development Block Grant funds for the Boys and Girls Clubs of Hudson County (Hoboken Unit) to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and the Boys & Girls Clubs of Hudson County (Hoboken Unit), and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

_____

Brandy A Forbes, Director

Approved as to form:

_____

Mellissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
BOYS & GIRLS CLUBS OF HUDSON COUNTY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Boys & Girls Clubs of Hudson County (herein called the "Subrecipient"), with an address of 225 Morris Boulevard, Jersey City, NJ 07302.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Rising STAR's" and will be awarded $10,000.00 in Community Development Block Grant (CDBG) funds to provide educational services to low and moderate income youth. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

2. Program Delivery

The Subrecipient is receiving funding to support Rising STAR's (Science, Technology, Art and Reading), an afterschool and summer program for sixty (60) kindergarten through 3rd grade students. It is a literacy focused model of reading, interactive projects, art, drama, physical fitness, technology activities, hands-on science experiments, and more to engage students in new and different ways.

3. General Administration

The Subrecipient is proposing hiring a Lead Teacher for the Rising STAR's program to improve the quality and delivery of services to kindergarten through third grade members. In order to provide appropriate literacy and STEM curricula, a certified teacher with Lead Teacher experience

is imperative. The Rising STAR's Lead Teacher position will be filled through a rigorous selection process upon grant approval. 100% of the position's hours will be dedicated to the Rising STAR's program. Funding will cover staff salary, including benefits.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05D Youth Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide educational services, both in after-school and summer camp settings, to 60 low and moderate income children over the course of this 12-month Agreement. The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income children receiving increased levels of service.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 123 Jefferson Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:05D Youth Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $10,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Personnel Costs		
Lead Teacher (to be hired)	$31,460	$10,000
Total Uses	$31,460	$10,000
Sources		
City of Hoboken CDBG	$10,000	
Total Sources	$10,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $10,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Gary Greenberg
Subrecipient
225 Morris Boulevard
Jersey City, NJ, 07302
(201) 333-4100 x302
ggreenberg@bgchc.org

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

~~2.~~3. Client Data

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

~~3.~~4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

   The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

   Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

   The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all

applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____
CITY CLERK

Countersigned_____
FINANCE OFFICER

Boys & Girls Clubs of Hudson County

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____
CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____
CONTRACT COMPLIANT SUPERVISOR

_____
ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **BOYS AND GIRLS CLUBS OF HUDSON COUNTY – RISING STAR'S (SCIENCE, TECHNOLOGY, ART AND READING) PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

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Sponsored By: Ruth H. Cunningham

Co-sponsored By: [illegible]

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPEINT CDBG GRANT FUNDING AGREEMENT WITH BOYS & GIRLS CLUB OF HUDSON COUNTY (HOBOKEN UNIT)

Whereas, the Board of Directors of the Boys & Girls Club of Hudson County (Hoboken Unit), located at 123 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Hoboken Boys and Girls Club Rehab" project within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $15,900.00 out of available City of Hoboken Community Development Block Grant funds for the Boys and Girls Clubs of Hudson County (Hoboken Unit) to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and the Boys & Girls Clubs of Hudson County (Hoboken Unit), and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

Brandy A Forbes, Director

Approved as to form:

Mellissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
BOYS AND GIRLS CLUBS OF HUDSON COUNTY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Boys and Girls Clubs of Hudson County (herein called the "Subrecipient"), with an address of 225 Morris Boulevard, Jersey City, NJ 07302

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. **General Statement:**

   The Subrecipient will be responsible for the administration of a project entitled "Hoboken Boys and Girls Club Rehab" and will be awarded $15,900.00 in Community Development Block Grant (CDBG) funds to provide capital improvements to provide for the safety of children and to meet NJ Childcare Regulations at the facilities located at 123 Jefferson Street in Hoboken, NJ 07030. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such project will include the following activities eligible under the CDBG program:

2. **Program Delivery:**

   Boys and Girls Clubs of Hudson County: Funding provided for improvements to the facility will include the following:

   a. Rebuilding the existing stair railing to extend to 5' high
   b. Painting the entire emergency exit

3. **General Administration:**

   A portion of the CDBG project construction budget will be used for architectural/engineering fees both during pre-construction and construction phases.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 03D Youth Centers requirements as stated in 24 CFR 570.201(c).

C. Levels of Accomplishment – Goals and Performance Measures

The purpose of this project is to provide critical improvements to the existing facility at 123 Jefferson Street, Hoboken, NJ 07030 to provide for the safety of 356 unduplicated low and moderate income children over the course of this 12-month Agreement. The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income children with improved service.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Facilities

Project Location: 123 Jefferson Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:03D Youth Centers

Eligibility Citation: 24 CFR 570.201(c): Public Facilities and Improvements

Amount Funded: $15,900.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Construction Costs		
Rebuilding the existing stair railing to extend to 5' high	$8,400	$8,400
Painting the entire emergency exit	$7,500	$7,500
Total Uses	$15,900	$15,900
Sources		
City of Hoboken CDBG	$15,900	
Total Sources	$15,900	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $15,900. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any

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

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Gary Greenberg
Subrecipient
225 Morris Boulevard
Hoboken NJ, 07302
(201) 333-4100
ggreenberg@bgchc.org

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the

Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage,** and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337,** and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits

discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with

2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

Boys & Girls Clubs of Hudson County

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
CONSTRUCTION DOCUMENT CHECKLIST: REQURED SUPPORTING DOCUMENTAION FOR VOUCHER SUBMISSION

Project Name and Number: _____

Project Date: _____

_____ Copy of Plans and Specifications

_____ Copy of Bid Package

_____ Copy of Bid Notice or Advertisement

_____ Copy of List of Bidders & Amount of Bids

_____ Copy of David-Bacon General Wage Rates or Prevailing Wage Rates (effective date is bid opening)

_____ Copy of Contractors' Contract

_____ Copy of List of Subcontractors

_____ Copy of Pre-construction Meeting Minutes

_____ Copy of Insurance

_____ Copy of all Bonds

_____ Copy of all Permits (if applicable)

_____ Copy of all AIA Forms

_____ Copy of Certified Payroll

_____ Copy of Subcontractors' Certified Payroll (if applicable)

_____ Contractor Certification (re: debarment)

General Contractor's Federal ID#:_____

Architect/Engineer's Federal ID#:_____

Contract Amount: _____

All Sub-Contractors with contracts of $10,000 of more must also provide Federal ID#'s

Sub-Contractor	**Federal ID#**	**Contract Amount**

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **BOYS AND GIRLS CLUBS OF HUDSON COUNTY – HOBOKEN BOYS AND GIRLS CLUB REHAB**

5. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

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Sponsored By: Peter A. Cunningham

Co-sponsored By: Tim Occhipinti

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CDBG SUBRECIPIENT FUNDING AGREEMENT WITH COMMUNITIES OF FAITH FOR HOUSING D/B/A "HOBOKEN SHELTER"

Whereas, the Board of Directors of the Communities of Faith for Housing d/b/a "Hoboken Shelter" located at 300 Bloomfield Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Permanent Supportive Housing Program" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $3,391.70 out of available City of Hoboken Community Development Block Grant funds for Hoboken Shelter to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hoboken Shelter, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

Brandy A Forbes, Director

Approved as to form:

Mellissa Longo

Mellissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President				

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
COMMUNITIES OF FAITH FOR HOUSING, INC. D/B/A "HOBOKEN SHELTER"
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Communities of Faith for Housing, Inc. d/b/a Hoboken Shelter (herein called the "Subrecipient"), with an address of 124 Grand Street, Hoboken, NJ 07030.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Permanent Supportive Housing Program" and will be awarded $3,391.70 in Community Development Block Grant funds (CDBG) to provide housing support services to homeless persons within the City of Hoboken. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to service 22 homeless individuals through intensive case management and housing support services.

3. General Administration

The entire CDBG project budget will be used for towards bus tickets for program participants to attend vocational, educational, medical/mental health services as required to maintain their housing.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of

slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05M Health Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will provide service to 22 unduplicated, homeless individuals over the course of this 12 month agreement. The Performance Measurement used to measure project success will be the number of non-duplicated homeless persons utilizing the available public services.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 300 Bloomfield Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:03T Operating Costs Homeless/AIDS Patients

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $3,391.70

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period

during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Operating Costs		
Travel for Clients	$3,600.00	$3,391.70
Total Uses	$3,600.00	$3,391.70
Sources		
City of Hoboken CDBG	$3,391.70	
Total Sources	$3,391.70	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $3,391.70. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Jaclyn Cherubini
Subrecipient
300 Bloomfield Street
Hoboken, NJ, 07030
(201) 656-5069
jaclyn.cherubini@hobokenshelter.org

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30

days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 11 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided

it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject

to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright
If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms,

treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____
CITY CLERK

Countersigned_____
FINANCE OFFICER

Communities of Faith for Housing, Inc. d/b/a Hoboken Shelter

By_____

Title_____

By_____
Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____
CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____
CONTRACT COMPLIANT SUPERVISOR

_____
ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-December 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **COMMUNITIES OF FAITH FOR HOUSING, INC. D/B/A "HOBOKEN SHELTER" – PERMANENT SUPPORTIVE HOUSING PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

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Sponsored By: Ruth H. Cunningham

Co-sponsored By: [illegible]

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH COMMUNITIES OF FAITH FOR HOUSING D/B/A "HOBOKEN SHELTER"

Whereas, the Board of Directors of the Communities of Faith for Housing d/b/a "Hoboken Shelter" located at 300 Bloomfield Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Hoboken Shelter Capital Improvements" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $332,674.60 out of available City of Hoboken Community Development Block Grant funds for Hoboken Shelter for public facilities and improvements within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hoboken Shelter, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

Brandy A Forbes, Director

Approved as to form:

Melissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
COMMUNITIES OF FAITH FOR HOUSING, INC. D/B/A "HOBOKEN SHELTER"
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Communities of Faith for Housing, Inc. d/b/a "Hoboken Shelter" (herein called the "Subrecipient"), with an address of 300 Bloomfield Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Hoboken Shelter Capital Improvements" and will be awarded $332,674.60 in Community Development Block Grant funds (CDBG) to provide capital improvements to a facility serving homeless persons within the City of Hoboken. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

Funding is provided for improvements to the Hoboken Shelter, the only homeless shelter in Hoboken. The facility shelters 50 people per night, serves 500 meals per day and provides 1,000 showers weekly to the homeless community in Hoboken. Improvements to the shelter will be as follows:

a. Rebuilding and renovating the showers and bathrooms in the facility for use by Shelter guests and the homeless community.

b. Rebuilding and an expansion of the HVAC system in the main room of the Shelter, which is used for serving meals, drop-in services, afternoon and weekend skills-building workshops, daily shower program, and used nightly as a sleeping quarters.

c. Replacing the current kitchen exhaust fan system with one rated for our usage and installed to current building codes.

d. Resurfacing the floors in the case management and locker areas of the Shelter.

e. Upgrading the and repairing the sewerage and drainage system of the Shelter building.

f. Rebuilding window frames to enhance energy efficiency with window sealing and weather-proofing.

g. Install a water sprinkler fire suppression system in the Shelter.

h. Install an emergency generator in the bell tower of the Shelter.

3. General Administration

A portion of the CDBG project construction budget will be used for architectural/engineering fees both during pre-construction and construction phases.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 03C Homeless Facilities requirements as stated in 24 CFR 570.201(c).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient shelters 50 people nightly, with room for added capacity after proposed improvements. The performance measurement used for the success of the project is the unduplicated number of homeless persons utilizing with improved services at the Hoboken Shelter.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Facilities

Project Location: 300 Bloomfield Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 03C Homeless Facilities

Eligibility Citation: 24 CFR 570.201(c): Public Facilities and Improvements

Amount Funded: $332,674.60

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Construction Costs		
Showers and Bathrooms	$75,000	$75,000
HVAC System	$20,000	$10,000
Kitchen Exhaust Fan System	$5,000	$5,000
Floor Resurfacing	$10,000	$10,000
Sewer and Drainage System	$25,000	$25,000
Window Frames	$65,000	$65,000
Water Sprinkler Fire Suppression	$75,000	$75,000
Emergency Generator	$100,000	$67,674.60

Total Uses	$375,000	$332,674.60
Sources		
City of Hoboken CDBG	$332,674.60	
Other (specify) Organizational Fundraising	$42,325.40	
Total Sources	$375,000.00	

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $332,674.60. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

Jaclyn Cherubini
Subrecipient
300 Bloomfield Street
Hoboken NJ, 07030
(201) 656-5069
jaclyn.cherubini@hobokenshelter.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage,** and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337,** and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion

of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this

contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to

participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

   a. Compliance

      Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

         "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of

the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds

applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

Communities of Faith for Housing, Inc. d/b/a "Hoboken Shelter"

By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

By_____

Title_____

Attest_____
CITY CLERK

Countersigned_____
FINANCE OFFICER

By_____
Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____
CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____
CONTRACT COMPLIANT SUPERVISOR

_____
ASSISTANT CITY ATTORNEY

ATTACHMENT A
CONSTRUCTION DOCUMENT CHECKLIST: REQURED SUPPORTING DOCUMENTAION FOR VOUCHER SUBMISSION

Project Name and Number: _____

Project Date: _____

_____ Copy of Plans and Specifications

_____ Copy of Bid Package

_____ Copy of Bid Notice or Advertisement

_____ Copy of List of Bidders & Amount of Bids

_____ Copy of David-Bacon General Wage Rates or Prevailing Wage Rates (effective date is bid opening)

_____ Copy of Contractors' Contract

_____ Copy of List of Subcontractors

_____ Copy of Pre-construction Meeting Minutes

_____ Copy of Insurance

_____ Copy of all Bonds

_____ Copy of all Permits (if applicable)

_____ Copy of all AIA Forms

_____ Copy of Certified Payroll

_____ Copy of Subcontractors' Certified Payroll (if applicable)

_____ Contractor Certification (re: debarment)

General Contractor's Federal ID#:_____

Architect/Engineer's Federal ID#:_____

Contract Amount: _____

All Sub-Contractors with contracts of $10,000 of more must also provide Federal ID#'s

Sub-Contractor	**Federal ID#**	**Contract Amount**

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **COMMUNITIES OF FAITH FOR HOUSING, INC. D/B/A "HOBOKEN SHELTER – HOBOKEN SHELTER CAPITAL IMPROVEMENTS**

5. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH HUDSON COUNTY CANCER COALITION

Whereas, the Board of Directors of Hudson County Cancer Coalition located at 124 Grand Street, 1st Floor, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Hudson County Cancer Screening Project for the Under Insured and Uninsured Working Men & Women" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $5,000.00 out of available City of Hoboken Community Development Block Grant funds for Hudson County Cancer Coalition to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hudson County Cancer Coalition, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

_____

Brandy A Forbes, Director

Approved as to form:

_____

Melissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HUDSON COUNTY CANCER COALITION
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Hudson County Cancer Coalition (herein called the "Subrecipient"), with an address of 124 Grand Street, 1st Floor, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Hudson County Cancer Screening Project for the Under Insured & Uninsured Working Men & Women" and will be awarded $5,000.00 in Community Development Block Grant (CDBG) funds to provide health care services to low and moderate income persons. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient intends to cancer screen between 180 and 200 individuals who may or may not get screened otherwise. Any funds received from Hoboken's CDBG grant request will be used to educate & screen only Hoboken residents.

3. General Administration

All cancer screening patients are incorporated into the daily clinic activities, therefore only the existing personnel are utilized. Because of this, there are no personnel costs assigned to this project. All education is done through outreach and the Chronic Disease Self-Management Project which is being conducted by individuals who are currently on staff or currently do the outreach and education. This project will be incorporated into their current activities.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05M Health Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will provide health care services to 180 to 200 low and moderate income individuals. The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income individuals receiving an increased level of service.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 124 Grand Street, 1st Floor, Hoboken, NJ 07030

Service Area: N/A

Matrix Code:05M Health Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $5,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Operating Costs		
Actual Screening	$46,000	$1,500
Cancer Education & Outreach	$4,000	$3,500
Total Uses	$50,000	$5,000
Sources		
City of Hoboken CDBG	$5,000	
Total Sources	$5,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $5,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Joyce Adams
Subrecipient
124 Grand Street, 1st Floor
Hoboken NJ, 07030
(201) 774-5701
i.j.adams@att.net

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

~~2.~~3. Client Data

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

~~3.~~4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

   The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

   Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

   The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits

discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with

2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

Hudson County Cancer Coalition

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **HUDSON COUNTY CANCER COALITION – HUDSON COUNTY CANCER SCREENING PROJECT FOR THE UNDER INSURED & UNINSURED WORKING MEN & WOMEN PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

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Sponsored By: Peter A. Cunningham

Co-sponsored By:

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPIENT CDBG GRANT AGREEMENT WITH HOBOKEN DAY CARE 100

Whereas, the Board of Directors of Hoboken Day Care 100 located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Hoboken Day Care 100" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $15,000.00 out of available City of Hoboken Community Development Block Grant funds and $13,000.00 out of available City of Hoboken Miscellaneous Program Income funds for Hoboken Day Care 100 to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hoboken Day Care 100, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

Brandy A Forbes, Director

Approved as to form:

Melissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOBOKEN DAY CARE 100
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Hoboken Day Care 100 (herein called the "Subrecipient"), with an address of 124 Grand Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Hoboken Day Care 100" and will be awarded $15,000.00 in Community Development Block Grant (CDBG) funds to provide day care services to low and moderate income families. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient will provide child care to low and moderate income families. The Subrecipient will also provide child care at very low rates to families that are not eligible for subsidized child care however cannot afford to pay child care rates in Hoboken.

3. General Administration

CDBG Funding will cover a portion of staff salary for both an Eligibility Specialist/Administrator and an Assistant Teacher.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05L Child Care Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will serve up to 50 children from unduplicated low and moderate income households over the course of this 12-month Agreement. The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income children receiving increased levels of service.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 124 Grand Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 05L Child Care Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $15,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Personnel Costs		
Theresa Buzzelli	$25,486.50	$7,500
Jenna Dale	$17,750	$7,500
Operating Costs		
Accountant	$9,000	
Auditors	$11,500	
Class room supplies	$5,000	
Food	$30,000	
Permits/Inspections/Licensing	$1,000	
Insurances	$18,000	
Internet	$3,000	
Maintenance building & repairs	$1,637	
Office Supplies	$500	
Payroll	$338,000	
Phone	$1,500	
Total Uses	$462,373.50	$15,000
Sources		
City of Hoboken CDBG	$15,000	
City of Hoboken City Match	$13,000	
Total Sources	$28,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $15,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Judy Messina
Subrecipient
124 Grand Street
Hoboken NJ, 07030
(201) 792-4666
hdc100@optonline.net

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all

Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage,** and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337,** and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

~~2.~~3. Client Data

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

~~3.~~4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the

terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the

Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program

assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided

by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract,

the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other

requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

Hoboken Day Care 100

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **HOBOKEN DAY CARE 100 – HOBOKEN DAY CARE 100 PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPIENT CDBG GRANT AGREEMENT WITH HOBOKEN FAMILY PLANNING, INC.

Whereas, the Board of Directors of Hoboken Family Planning, Inc. located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Family Planning Services for City of Hoboken" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $20,000.00 out of available City of Hoboken Community Development Block Grant funds for Hoboken Family Planning, Inc. to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hoboken Family Planning, Inc., and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

_____

Brandy A. Forbes, Director

Approved as to form:

_____

Melissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOBOKEN FAMILY PLANNING, INC.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Hoboken Family Planning, Inc. (herein called the "Subrecipient"), with an address of 124 Grand Street, Hoboken, NJ 07030.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Family Planning Services for Residents of Hoboken" and will be awarded $20,000.00 in Community Development Block (CDBG) funds to provide family planning services, health care services and counseling to low and moderate income families. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to serve 108 low and moderate income, City of Hoboken residents with family planning services, health care services and counseling services.

3. General Administration

The entire CDBG project budget will be used for the personnel expenses for an administrative assistant and a medical aide.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05M Health Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will serve 108 unduplicated, low and moderate income clients over the course of this 12 month agreement. The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income persons utilizing the available public services.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 124 Grand Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:05M Health Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $20,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Personnel Costs		
Brenda Garcia	$23,205	$10,000
Doris Rivera	$32,159	$10,000
Total Uses	$55,364	$20,000
Sources		
City of Hoboken CDBG	$20,000	
Total Sources	$20,000	

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $20,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Richard Ward
Subrecipient
124 Grand Street
Hoboken, NJ, 07030
(201) 963-0300
Rgward1@aol.com

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion

to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

~~2.~~3. Client Data

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

~~3.~~4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the

withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR

570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient

certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

Hoboken Family Planning, Inc.

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **HOBOKEN FAMILY PLANNING, INC. – FAMILY PLANNING SERVICES FOR RESIDENTS OF HOBOKEN**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

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Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CDBG SUBRECIPIENT FUNDING AGREEMENT WITH THE WATERFRONT PROJECT, INC.

Whereas, the Board of Directors of The Waterfront Project, Inc. located at 404 Hudson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Tenancy Advocacy Program" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $10,000.00 out of available City of Hoboken Community Development Block Grant funds and $5,000.00 out of available City of Hoboken Miscellaneous Program Income funds for The Waterfront Project, Inc. to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and The Waterfront Project, Inc., and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

_____

Brandy A. Forbes, Director

Approved as to form:

_____

Melissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			/
James Doyle				
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

OCT 07 2015

James J. Farina

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
THE WATERFRONT PROJECT, INC.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and The Waterfront Project, Inc. (herein called the "Subrecipient"), with an address of 404 Hudson Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Tenancy Advocacy Program" that will be awarded $10,000.00 in Community Development Block Grant (CDBG) funds to provide tenant advocacy services to low and moderate income persons within the City of Hoboken. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to formalize a Tenancy Advocacy Program within its operations to service local low-income tenants facing eviction, harassment by landlord, and other unfair and illegal treatment.

3. General Administration

The Subrecipient will staff an in-house attorney dedicated to handling all landlord-tenant matters. The attorney would dedicate his/her time to local community outreach to inform the general public of Subrecipient services, conduct client intakes, provide direct legal representation and procure assistance by pro bono attorneys to assist the program meet its mission.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05K Tenant/Landlord Counseling requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to meet and service approximately 15 low and moderate individuals per month for a potential of 180 low-moderate individuals per year. The Subrecipient will measure its success by confirming individuals consulted on a monthly basis, number of legal matters opened and followed through, and number of general advice consultations offered.

The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income individuals receiving increased levels of service.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 404 Hudson Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 05K Tenant Landlord Counseling

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $10,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Personnel Costs		
Legal Director of Tenancy Advocacy (to be hired)	$55,000	$10,000
Administrative Assistance to the Tenancy Advocacy Program	$20,000	
Operational Costs		
Office supplies	$2,400	
Equipment Rental and Purchase	$3,000	
Phone	$1,200	
Copying/Printing	$1,200	
Fuel/Electric	$2,400	
Rent	$5,000	
Other:	$2,000	
Total Uses	$92,200	$10,000
Total Sources		
City of Hoboken CDBG	$10,000	
City of Hoboken City Match	$5,000	
Total Sources	$15,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $10,000. Drawdowns for the payment of eligible expenses shall be

made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Elizabeth F. Caraballo, Esq.
Subrecipient
404 Hudson Street
Hoboken NJ, 07030
(201) 308-3986
director@thewaterfrontproject.org

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials,

equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment).

Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce

such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract,

the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

The Waterfront Project, Inc.

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **THE WATERFRONT PROJECT, INC. – TENANCY ADVOCACY PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

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Sponsored By: Ruth H. Cunningham

Co-sponsored By: [illegible]

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH HOUSING AUTHORITY OF THE CITY OF HOBOKEN

Whereas, the Board of Directors of the Housing Authority of the City of Hoboken located at 400 Harrison Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Fox Hill Gardens Elevator Replacements" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $380,000.00 out of available City of Hoboken Community Development Block Grant funds for the Housing Authority of the City of Hoboken for public facilities and improvements within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and the Housing Authority of the City of Hoboken, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

Brandy A Forbes, Director

Approved as to form:

Melissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

OCT 07 2015

OCT 07 2015

CITY CLERK

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOUSING AUTHORITY FOR THE CITY OF HOBOKEN
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Housing Authority for the City of Hoboken (herein called the "Subrecipient"), with an address of 400 Harrison Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Fox Hill Gardens Elevator Replacements" in Community Development Block Grant (CDBG) funds to provide for the modernization of two (2) elevators in an public housing apartment building that will benefit low and moderate income persons. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

Funding is provided to improve and modernize two (2) elevator units in the Fox Hill Gardens building, which consists of 10 floors and houses 250 seniors and disabled residents

3. General Administration

The Subrecipient will hire an engineer to design project specifications and manage the project. CDBG funding will not be used for architectural/engineering fees. CDBG funding will be used for the cost of construction and modernization.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 03 Public Facilities and Improvements requirements as stated in 24 CFR 570.201(c).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient provides housing for 250 seniors and disabled residents. The performance measurement used for the success of the project is the unduplicated number of seniors and disabled residents utilizing with improved services at Fox Hill Gardens.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Facilities

Project Location: 311 13th Street, Hoboken, NJ 07030

Service Area: CT 0184.00

Matrix Code: 03 Public Facilities and Improvements

Eligibility Citation: 24 CFR 570.201(c): Public Facilities and Improvements

Amount Funded: $380,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Construction Costs		
Elevator Modernization (2 Units)	$380,000	$380,000
Total Uses	$380,000	$380,000
Sources		
City of Hoboken CDBG	$380,000	
Total Sources	$380,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $380,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the

individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Emil Kotherithara
Subrecipient
400 Harrison Street
Hoboken NJ, 07030
(201) 798-0370
emil.cfo@myhhanj.com

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage,** and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337,** and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as

deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements **of 2 CFR Part 200.317-326** concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

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

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted

program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

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

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the 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 wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with

2 CFR Part 200.317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) 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:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

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

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION14. WAIVER

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

SECTION 15. ENTIRE AGREEMENT

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

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

Housing Authority for the City of Hoboken

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
CONSTRUCTION DOCUMENT CHECKLIST: REQURED SUPPORTING DOCUMENTATION FOR VOUCHER SUBMISSION

Project Name and Number: _____

Project Date: _____

_____ Copy of Plans and Specifications

_____ Copy of Bid Package

_____ Copy of Bid Notice or Advertisement

_____ Copy of List of Bidders & Amount of Bids

_____ Copy of David-Bacon General Wage Rates or Prevailing Wage Rates (effective date is bid opening)

_____ Copy of Contractors' Contract

_____ Copy of List of Subcontractors

_____ Copy of Pre-construction Meeting Minutes

_____ Copy of Insurance

_____ Copy of all Bonds

_____ Copy of all Permits (if applicable)

_____ Copy of all AIA Forms

_____ Copy of Certified Payroll

_____ Copy of Subcontractors' Certified Payroll (if applicable)

_____ Contractor Certification (re: debarment)

General Contractor's Federal ID#:_____

Architect/Engineer's Federal ID#:_____

Contract Amount: _____

All Sub-Contractors with contracts of $10,000 of more must also provide Federal ID#'s

Sub-Contractor	**Federal ID#**	**Contract Amount**

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **HOUSING AUTHORITY FOR THE CITY OF HOBOKEN – HOUSING AUTHORITY FOR THE CITY OF HOBOKEN**

5. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO ABSOLUTE FIRE PROTECTION TO PURCHASE ONE (1) FIRE APPARATUS (E-ONE CYCLONE II) FOR HOBOKEN FIRE DEPARTMENT IN ACCORDANCE WITH HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING CONTRACT # FS12-13 JA04 IN THE TOTAL AMOUNT NOT TO EXCEED $590,589.00

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Absolute Fire Protection has been approved for an H-GAC Cooperative Contract # FS12-13 JA04, which cooperative the City is a part of; and,

WHEREAS, the City requires one (1) fire apparatus (E-One Cyclone II) for Hoboken Fire Department (as described in the attached proposal, which shall become part of the contract); and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under H-GAC Cooperative Purchasing Contract # FS12-13 JA04 ; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $590,589.00 is available in the following appropriations: C-04-60-715-212 **in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____ George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in the H-GAC Cooperative Purchasing contract, for a total not to exceed amount of Five Hundred Ninety Thousand Dollars Five Hundred Eighty Nine and Zero Cents ($590,589.00), as follows:

1. The above recitals are incorporated herein as though fully set forth at length.

2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.

3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the above mentioned goods and/or services based upon the attached proposal, and the following information:

Absolute Fire Protection
P.O. Box 497
2800 Hamilton Boulevard
South Plainfield, NJ 07080-0497

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle				/
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 07 2015

CITY CLERK

Account No: C-04-60-715-212
Description: Z-361 Acquisition Fire Ladder Truck Type: Sub Account
Starting Date: 10/06/15 Ending Date: 10/06/15 Po Transactions: Summarized
* Transaction is included in Previous and/or Opening Balance ** Transaction is not included in Balance
En = PO Line Item First Encumbrance Date BC = Blanket Control BS = Blanket Sub

Date	Description	Trans Amount	Balance
	OPENING BALANCE		820,000.00
10/06/15	Encumbrance CFO Cert for meeting October 7, 2015 Post Ref: B 3727 1	590,589.00-	229,411.00

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

ABSOLUTE FIRE PROTECTION COMPANY, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

221-843-158/000

CONTRACTOR CERTIFICATION#

0064178

ADDRESS

2800 HAMILTON BLVD
SO PLAINFIELD, NJ 07080

ISSUANCE DATE:

09/13/01

EFFECTIVE DATE:

04/01/68

Patricia A. Chiacchia

Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Absolute Fire Protection Company, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2800 Hamilton Boulevard

City, state, and ZIP code
South Plainfield, New Jersey 07080

List account number(s) here (optional)

Requester's name and address (optional)
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
2	2	-	1	8	4	3	1	5	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9/22/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT — Absolute Fire Protection - E-One

Product Description: E-One Cyclone II, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.

Number of Units:One (1)

P.O. BOX 497
2800 HAMILTON BLVD
SO. PLAINFIELD, NJ 07080-0497

* The following details shall be provided with Purchase Order from End User to H-GAC for customized products:

A.	Base Bid Price as in Bid/Contract No.**FS12-13 JA04**	(per single unit)	$ 611,844.00
B.	Published Options added to Base Bid.....(per single unit).....		$ 41,070.00
C.	..... PER UNIT SUB TOTAL:		$ 652,914.00

Change Order Provisions (if appliable):

D.	Dollar value of Unpublished Options added to base bid price per unit.....	$ 53,826.00	
E.	Dollar value of Contract Items per unit deleted from Base Bid total.....	$ (73,151.00)	
F.	PER UNIT CHANGE ORDER SUB TOTAL: (Change Order not to exceed 25% of "C") (Change order -3%)		$ (19,325.00)
G.	Order total without H-GAC fee forOne (1) units	SUB TOTAL:	$ 633,589.00
H.	H-GAC Administrative Fee (from Fee Schedules).....		$2,000.00
I.	Additional Discounts.....		$ (45,000.00)
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC		$ 590,589.00

K. COMMENTS AND NOTES: Returning Customer Discount applied

Fire Apparatus Quotation for:
HOBOKEN FIRE DEPT

Quotation Number: 63621 Rev: 34

Unit Description: AERM-CYC2-M110

Quote Description: Aerial Rear Mount, Cyclone II, Metro 110

Salesperson: CDUBOIS

Salescode	Extended Description	Qty
TESTING COMPLIANCE STANDARD		
1001-0015	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2009 edition.	1
BUMPERS		
1160-0000	Bumper 10" stainless steel.	1
1160-0011	4" Front Bumper Extension.	1
FRAME ASSEMBLY		
1250-0063	Frame - Torque box for single axle RM aerial.	1
AXLE OPTIONS		
1025-0005	Meritor FL-941 front axle 18,700 lb.	1
1025-0028	Koni shock absorbers for front axle - adjustable.	1
1025-0097	Meritor RS-30-185 single rear axle 33,000 lb. capacity. Requires 16.5" x 8.625" cast shoe brakes and 33K suspension.	1
SUSPENSIONS		
1070-0017	Reyco rear spring suspension w/aux 33K rating.	1
WHEEL OPTIONS		
1050-0000	Steel wheels for front axle (2).	1
1050-0002	Steel wheels for rear axle (4).	1
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1

TIRE OPTIONS		
1060-0017	Four Michelin 315 rear tires with XDN2 mud and snow tread.	1
1060-0047	Two Michelin 385 tires model XFE for front axle.	1
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1
BRAKE SYSTEMS		
1100-0001	Meritor EX225H 17" disc brakes for front axle.	1
1100-0005	Brake system air 4X2/4X4.	1
1100-0006	Parking brake release mounted on the driver's side lower dash.	1
1100-0036	16.5" x 8.625" P-Cast S-cam brakes for 27,000 - 33,000 Meritor axle.	1
AIR SYSTEM OPTIONS		
1110-0000-001	Inlet for air system. Location: driver door jamb.	1
1110-0002	Air dryer Bendix AD-9.	1
1110-0005	Automatic moisture ejectors, heated.	1
1110-0006	Air lines nylon.	1
1110-0041	Air horns Grover recessed in bumper (PR).	1
ENGINES & TRANSMISSIONS		
1200-0017	Push-button transmission shift selector.	1
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1
1200-0096	Electronic speed limiting set at 60 MPH.	1
1200-0236	Eng/Trans Cummins ISL 450HP/EVS3000 2013 EPA compliant engine.	1
SECONDARY BRAKING		
1125-0002	Jacobs engine compression brake.	1
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1
COOLING PACKAGE		
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010/2013 EPA engines. Includes coolant recovery system.	1
FUEL SYSTEMS		
1350-0004	Fuel system 50 gallon saddle tanks.	1
1350-0012-670	Fuel shut-off valve. Location: one (1) inlet side of OEM fuel filter.	1
FUEL SYSTEMS		
1350-0022	Fuel line hose rubber.	1

ALTERNATOR		
1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/275 amp NFPA.	1
BATTERIES		
1400-0032	Battery five group 31 1000 CCA (two left / three right). For use with below cab DEF tank only.	1
CHASSIS OPTIONS		
1680-0005	Thermatic fan clutch.	1
1680-0006	Drivelines 1710.	1
1680-0008	Tow eyes front painted below bumper/cab (PR).	1
1680-0012	Tow eyes rear frame painted.	1
1680-0051	Aerial hydraulic activation system.	1
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 EPA engines. Location: left side below rear of cab.	1
CAB MODEL		
1520-0071	Cyclone II X medium cab with 58" CA. For use with a lowered aerial. Requires full length 4.5" deep trough option.	1
CAB ROOF TYPE		
1615-0016	Cab roof to have a 4.5" deep x 44" wide trough for lowered aerial.	1
CAB BADGE PACKAGE		
1610-0000	Cab and body to have applicable E-ONE logos.	1
CAB DOOR OPTIONS		
1550-0003	Rear crew cab doors in the medium position.	1
1550-0006	Driver and officer cab door windows. Include rear fixed window.	1
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1
1550-0017	Cab door panels stainless steel.	1
1550-0025	All cab doors shall have "L" style exterior latches.	1
1550-0027	Front cab door windows to have manual actuation.	1
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1
CAB DOOR OPTIONS		
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1
1550-0133	Stainless steel trim on bottom edge of the over wheel cab compartment opening	1

	(ea).	
1550-0186-659	(4) TecNiq T440 4" LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1
MIRRORS		
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1
1670-0059	Retrac Mirror stainless steel 10" 3-arm convex above officer side cab brow, 3 piece adjustable telescoping arm. Head #604953, Arm assy#604671	1
MISC EXTERIOR CAB OPTIONS		
1550-0033	Windows cab side fixed officer's side.	1
1550-0035	No window on the driver side of the cab	1
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1
1675-0030	Mud flaps, front, black with E-ONE logo.	1
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1
1675-0202	Mounting plate for battery charger receptacle, indicator and air inlet (if applicable). Plate to be removable brushed stainless steel.	1
HVAC		
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1
1515-0048	Controls for heating and air conditioning shall be located in the driver side lower dash area. For use without front air bags only.	1
1685-0057	Heaters cab rear with covers (PR), and front heater with heat to the feet for the driver and officer.	1
SEATS		
1510-0003	Seats, Inc. brand 911 cab seats.	1
1510-0009	Seat color black.	1
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1
SEATS		
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1
1510-0038	Driver seat 911 air ride.	1
1510-0042	Officer seat to be 911 fixed SCBA.	1

1510-0053	Rear facing 911 seat with SCBA officer's side.	1
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1
1510-0234	Seat cover material Turnout Tuff.	1
1685-0032	Seating capacity tag of five occupants.	1
MEDICAL CABINETS		
1535-0002	Driver side cab wheel well medical cabinet approximately 42 x 22 (25 Quest) x 28. Includes external locking roll-up door and interior hinged door with locking push-button latch. Cabinet includes (2) adjustable shelves.	1
1535-0032	All medical cabinet RUD in the cab to be locking with 1250 key	1
1535-0033	All exterior access RUD for medical cabinets to have satin finish	1
1535-0202	Cab medical/storage cabinet(s) finish to be Zolatone gray. Includes interior/exterior of cabinet and shelves/trays if equipped.	1
MAP BOXES		
1540-0013	All map boxes in the cab to be painted Zolatone 20-64 gray.	1
1540-0051	Map box suspended with drop-down doors. 34"W x 9.50"H x 12"D.	1
MISC INTERIOR CAB OPTIONS		
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1
1685-0005	Lexan sun visors, driver and officer's side overhead.	1
1685-0008	Control lanyard Y type for air horns.	1
1685-0161	Severe duty dash package. Includes smooth plate alum center and officer side dash painted to match cab interior and lower dia plt kick panels.	1
1685-0187	Severe duty engine cover, molded polyurethane.	1
1685-0275-V33	Cup holder (PR). Polyurethane construction for use in Typhoon and CII with severe duty engine cover only. Location: Driver and officer side of engine cover slightly ahead of access door spaced approximately 20" apart (center to center).	1
CAB ELECTRICAL OPTIONS		
CAB ELECTRICAL OPTIONS		
1750-0021	Battery charger Kussmaul model 1200, 40 amp.	1
1750-0024-179-02	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Red cover.	1
1750-0030	Switch horn button two position DOT/electronic siren.	1
1750-0046-195	Cab Headlights. Position: lower.	1
1750-0062	Control push-button switch officer dash for siren.	1
1750-0066-172	Halogen front turn signal amber (PR). Locate: upper headlight bezel.	1
1750-0072-592	12 VDC (or 24VDC) electrical outlet in the cab wired battery hot. Location: driver	1

	side dash.	
1750-0072-593	12 VDC (or 24VDC) electrical outlet in the cab wired battery hot. Location: officer side dash.	1
1750-0073-587	Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: officer side forward with coaxial cable terminating at the center of the dash board.	1
1750-0075	English dominant main cab gauge cluster.	1
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1
1750-0188	DPF regeneration override switch.	1
1750-0198-762	Battery charger to be located behind officer's seat.	1
1750-0429-593	Dual USB charging ports in the cab wired battery hot. Location: officer side dash.	1
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1
BODY MODEL		
3080-0204	Body aerial single axle LTH100 without pump (162 C/A for use with vertical SCR aftertreatment). 96" wide with L and R rescue style high sides and rear side staircases. Rear of body aft of rear jack legs raised 3". 61" high body. (10'-7" OAH with no wway, 10'10" OAH with wway).	1
BODY COMPT REAR		
3110-0058	Rear of body to have flush un-painted smooth plate body panels to facilitate rear body striping.	1
AERIAL BODY OPTIONS		
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1
3310-0144	Rear ladder tunnel chain across ladders.	1
AERIAL BODY OPTIONS		
	hinge on outboard sides and latch in the middle. D-ring to be on right hand "primary" door.	
3310-0162	Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/110 requires surface mount warning lights.	1
3310-0303	Auxiliary jack pad 24X24 (4) with 20 degree formed handle. Includes (4) mounting brackets.	1
DOORS		
3300-0011-006	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L4	1
3300-0011-018	Door single horizontal hinged lift-up box pan configuration painted. Location(s): R4	1

3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1
3300-0019-007	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L5.	1
3300-0019-008	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L6.	1
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1
3300-0019-019	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R5.	1
3300-0019-020	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R6.	1
SHELVES		
3370-0025-099	Permanent shelf. Locate in L1 at offset (above extrusion if applicable).	1
3370-0025-112	Permanent shelf. Locate in L5 at offset (above extrusion if applicable).	1
3370-0025-113	Permanent shelf. Locate in L6 at offset (above extrusion if applicable).	1
3370-0025-115	Permanent shelf. Locate in R5 at offset (above extrusion if applicable).	1
3370-0052-004	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L2.	1
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	1
3370-0052-016	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R2.	1
SHELVES		
3370-0052-017	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R3.	1
3370-0052-094	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R6 upper.	1
3370-0053-081	Adjustable shelf (C-Style) for non-transverse compartments up to 15.99" in depth. Location: L5 lower.	1
3370-0054-004	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: L2.	1
3370-0054-005	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: L3.	1
3370-0054-016	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: R2.	1
3370-0054-017	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: R3.	1
3370-0054-094	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in	1

	depth. Location: R6 upper.	
3370-0055-081	Tracks for adjustable shelf in shallow compartments up to 15.99" deep. Location: L5 lower.	1
TRAYS / TOOLBOARDS		
3380-0076-005	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L3.	1
3380-0077-016	Tray, adjustable roll-out with 500 lbs. capacity and a gas shock. Location(s): R2.	1
LADDER STORAGE / RACKS		
3365-0037-U91	Center mounted ladder tunnel. Ladder rack to hold: (2) PEL-35, PEL-28, PEL-24, TRL-20, PRL-16 and FL-10.	1
MISC BODY OPTIONS		
3090-0002	OAH. Unit has no overall height restrictions.	1
3090-0004	OAL. Unit has no overall length restrictions.	1
3340-0093	Mud flaps, rear, black with E-ONE logo.	1
3340-0282-X73	Cab tilt switch and manual jack to be located: right side forward jack leg compartment low behind door in access panel (tilt sw behind door).	1
3340-0486	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and bolt-on polished alum fenderettes.	1
3340-0689	Insulation to protect compartment from exhaust system heat. Locate behind R1 forward wall.	1
SCBA BOTTLE STORAGE		
3320-0005	SCBA Bottle Storage. (4) Cast Product SCBA bottle storage with gasketed doors. (2) each side in rear wheel well area.	1
3320-0100	Strap(s), loop style to retain SCBA bottle(s). Locate one per bottle in each exterior storage compartment.	4
ELECTRICAL SYSTEMS		
5010-0039	V-MUX Electrical system for aerials.	1
5010-0049	Vehicle data recorder - 2009 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1
5010-0055-649	VFD Text display for V-MUX electrical system. Location: center of dash.	1
LIGHT BARS		
5300-0354-034	Light bar Federal Signal Split Vision VSLR6. Two (2) 21" 3-pod light bars w/ (3) red pods on each bar with red lenses. Location: front cab corners.	1
WARNING LIGHT PACKAGES		
5550-0067	Flash rate for Federal QuadraFlare LED lower level warning lights to be set at pattern 4, (75 QFPM).	1
5550-0192-535	Federal Signal QuadraFlare LED lower level warning light package. Includes (8) QL64XF-R LED light heads with bezels and (2) IMPAXX LED model IPX302-4 light	1

	heads. Locate side facing lights: at forward most position, centered in rear wheel well, and side facing at rear of body in rubrail if equipped.	
WARNING LIGHTS		
5600-0173-479-06	Federal MicroEscape NFPA compliant LED beacons (PR) clear lenses with Red LED reflectors. Location: rear upper body on aerial style brackets.	1
5600-0211-170	Hazard (door ajar) light .75" LED red. Location: center overhead.	1
SIRENS		
5500-0009	Federal PA300 electronic siren recessed mounted.	1
5500-0024-Z10	The electronic siren control is to be located on the center of center dash upper tier (recessed).	1
SPEAKERS		
5510-0029-210	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: center front bumper.	1
DOT LIGHTING		
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1
DOT LIGHTING		
5150-0026	Marker light LED body/cab package. E-ONE custom cab with aerial ladder, Mid-Mount platform or Bronto bodies only.	1
5150-0032	Bracket license plate at rear of body.	1
5150-0042	Federal Signal LED tail lights. Includes 4" diameter red LED stop/tail, amber turn and LED clear back-up.	1
LIGHTS - COMPARTMENT, STEP & GROUND		
5380-0232	Step light package Whelen 2" LED - small.	1
5380-0247	Compartment light ROM V4 LED for medical cabinet (EA).	1
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	1
5380-0279	Ground light package TecNiq T440 4" LED - small.	1
LIGHTS - DECK AND SCENE		
5390-0000-444	Deck light - Unity 12 volt (PR). Location: (1) each side over rear ladder tunnel.	1
LIGHTS - NON-WARNING		
5400-0003	Engine compartment light (EA).	1
CAMERAS / INTERCOM		
6570-0008	Intercom aerial 2-way. Atkinson Dynamics (Federal). Speaker to be located to rear of platform on Bronto units.	1
MISC ELECTRICAL		

1750-0082-762	12V power distribution module. Includes (6) battery hot and (6) switched hot circuits. 100 amps max (IATS). Location: behind officer's seat.	1
5110-0017	Back-up alarm 97 dB.	1
GENERATOR		
5250-0062-128	Dealer installed generator, Cabinet prewired to breaker box.	1
BREAKER BOXES		
5200-0000-394	Breaker box 8 place single phase. Includes main breaker. Note: Main breaker occupies 2 places leaving 6 available. Locate L1 forward wall.	1
LIGHTS - QUARTZ		
5450-0155-491	Fire Research Evolution 12V LED scene light model FCA802-V15 with brow mount (EA). Includes switch accessible to driver (driver and officer side facing lights	2
LIGHTS - QUARTZ		
	switched separately). Location: driver and officer side over canopy area.	
RECEPTACLES		
5470-0004-545	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: In cab driver side on 3 x 3 post rear facing just above engine cover.	1
ELECTRIC CORD REELS		
5130-0001-Q26	Cord reel electric with 200' of 10/3 black cable. Locate R1 back wall up high centered.	1
5130-0001-U21	Cord reel electric with 200' of 10/3 black cable. Locate L1 back wall up high offset rearward.	1
5130-0014-Q26	Circle D wall/floor mounting box. Mount at final or ship loose (customer preference). For use with reel located in or on R1 back wall up high centered.	1
5130-0014-U21	Circle D wall/floor mounting box. Mount at final or ship loose (customer preference). For use with reel located in or on L1 back wall up high offset rearward.	1
5130-0015-Q26	Junction box Circle-D with two (2) 15 amp straight blade and two (2) 20 amp twist lock receptacles. Located on cord for reel in R1 back wall up high centered.	1
5130-0015-U21	Junction box Circle-D with two (2) 15 amp straight blade and two (2) 20 amp twist lock receptacles. Located on cord for reel in L1 back wall up high offset rearward.	1
5130-0024-392	Electric cord reel rewind switch. Switch located on wall near cord reel.	1
5130-0028	Cord reel rollers mounted on reel.	2
AERIAL MODEL		

6100-0030	Lower aerial turntable pedestal and boom support 6in (HM100/110/LTH100). Top of turntable support to top of torque box to be 36.25in.	1
6100-0042	Ladder LTH110 without waterway. Includes left side console with cover, adjustable height turntable handrails, split steps at tip and jack leg flood lights.	1
AERIAL HYDRAULIC SYSTEM OPTIONS		
6150-0003-218	Gauge aerial hydraulic oil level. Electronic display to be located next to aerial master panel.	1
AERIAL CONTROLS		
6850-0026	Direct hydraulic aerial control system.	1
AERIAL WARNING LIGHTS		
6550-0002	Outrigger warning lights (4) LED. Truck-Lite model 91R.	1
AERIAL WARNING LIGHTS		
6550-0063	Whelen VTX609R Vertex Super-LED lights at ladder tip (PR). Red with clear lenses and chrome bezels. Switched with aerial master.	1
AERIAL LIGHTING		
6560-0002-232	Spot light 12V located right side tip.	1
6560-0005	Flood lights Unity at base (PR).	1
6560-0032	Locate spot, flood and /or quartz lights on ladder fly section as far back from tip as possible.	1
6560-0080-000-03	Ladder climbing lights Luma Bar Pathfinder LED strip for 4 section aerial (one side). Color: Blue.	1
AERIAL EQUIPMENT		
6500-0011-V40	Pike pole tube for 6' pole on ladder. Location: right side fly section horizontally mounted just above rungs (requires pin 6500-0043).	1
6500-0019-138	Axe bracket mounted on aerial. For use with a 6 lb. axe only. Location: left side fly section.	1
6500-0043	Retaining pin for pike pole storage tube. Pin to prevent pike pole form vibrating out of stored position on ladder section.	1
SIGN PLATES		
6750-0001-000-35	Aerial sign plates 16 x 144 (PR). Available on HP100L, HPS105L, HP95 and HP100P only. Does not include lettering. Color: FLNA4145 Black	1
AERIAL TESTING		
6900-0002	Aerial 2009 NFPA Certification.	1
MISC LOOSE EQUIPMENT		
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1

7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0064	Cab paint break - standard with dip to grille. Break is 31.5" inches below the drip rail on Typhoon X and CII X cabs. Pre-07' emission Typhoon cab break is 33.5" below the drip rail.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
EXTERIOR PAINT			
8100-0177-000-35	Paint cab Sikkens two-tone. Upper area of cab to be painted FLNA4145 Black.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1	
8100-0355	Paint lift cylinders, extension cylinders and upper turntable steelwork to match the "two tone" sale code color (does not apply to TT deck).	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
LETTERING			
8200-0000-000-12	Scotchlite Letter (Each) - 3". Color White.	12	
8200-0002-000-12	Scotchlite Letter (Each) - 9". Color White.	17	
8200-0006	Maltese cross 12" (Pair).	1	
8200-0022	Shade and outline for lettering.	52	
8200-0023	Lettering Instructions:	1	Instructions for 9 inch Scotchlite White HOBOKEN on ladder sign; Instructions for 3 inch Scotchlite White CITY OF above hoboken on ladder signs; Instructions for 4 inch Sign Gold HOBOKEN on front of cab above grille; LADDER X on rear cab doors; Instructions for 10 inch Scotchlite White
8200-0029-000-12	Scotchlite Letter (Each) - 10". Color White.	2	
8200-0047	Sign Gold Letter (Each) - 4"	21	
STRIPING			
8200-0016	White reflective tape on (4) outriggers.	1	
8300-0016	Paint Break Sign Gold Chassis Stripe - 3/4" Wide - Black, Gold, Black. To be located above existing paint break.	1	

8300-0025-000-12	1/4" Pin stripe above and below existing Scotchlite stripe. Color: White.	1	
8300-0027-333-13	NFPA Scotchlite 4" wide hockey stripe, straight across front and may contour as it transitions from cab to body on each side. Color: Black. Location: top of stripe flush with top of bumper and straight back.	1	
8300-0035	Striping Instructions:	1	Level change on L1/L2 to 6 inches above the over wheelwell compartment door
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0123-000-72	Chevron "A" style 6" printed pattern NFPA Scotchlite striping. Provided to driver and officer rear compartment face, smooth plate panels and/or doors outboard and above the center rear compartment opening and the vertical hosebed extrusions (terminate just above the upper hand rail stanchion). The vertical and horizontal extrusions inboard of the vertical hose bed extrusions shall remain visible with a sanded finish. Colors to be Yellow/Red.	1	
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic).	1	
9300-0009	Manuals, Operator and Service CD-ROM.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Misc Manual Adds			
Misc Manual Adds	Poly Rubrail upgrade	1	
Misc Manual Adds	Rubberized fenderettes on cab and body	1	
Misc Manual Adds	Move Jack pads inward on body to keep handles from sticking out	1	
Misc Manual Adds	recess jack leg warning lights	1	

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CONTRACT PRICING VERIFICATION

TO: **Al B. Dineros, QPA**

FROM: **Jackie Palmer**

COMPANY: **City of Hoboken**

DATE: **9/22/2015**

PHONE NUMBER:

RE: **Price Verification**

REFERENCE: Contract Pricing Worksheet dated 9/9/2015

We have reviewed the pricing worksheet provided through HGACBuy Contract FS12-13. Our review verifies that the pricing provided is in compliance with the contract.

Please advise if we can assist further in this matter.

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT Absolute Fire Protection - E-One

Product Description: E-One Cyclone II, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.

Number of Units:One (1)

* The following details shall be provided with Purchase Order from End User to H-GAC for customized products:

A.	Base Bid Price as in Bid/Contract No.**FS12-13 JA04**	(per single unit)	$ 611,844.00
B.	Published Options added to Base Bid.....(per single unit).....		$ 41,070.00
C.	..... PER UNIT SUB TOTAL:		$ 652,914.00

Change Order Provisions (if appliable):

D.	Dollar value of Unpublished Options added to base bid price per unit.....	$ 53,826.00	
E.	Dollar value of Contract Items per unit deleted from Base Bid total.....	$ (73,151.00)	
F.	PER UNIT CHANGE ORDER SUB TOTAL: (Change Order not to exceed 25% of "C") (Change order	-3%)	$ (19,325.00)
G.	Order total without H-GAC fee forOne (1) units	SUB TOTAL:	$ 633,589.00
H.	H-GAC Administrative Fee (from Fee Schedules).....		$2,000.00
I.	Additional Discounts.....		$ (45,000.00)
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC		$ 590,589.00

K. COMMENTS AND NOTES: Returning Customer Discount applied

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: September 22, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Award the Contract to Purchase Fire Apparatus

Reference: (c) LFN 2012- 10 – Using National Cooperative Contracts

Hoboken Fire Department needs one (1) fire apparatus to enhance fire response for the City.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved national cooperative. Absolute Fire Protection has been approved for Houston-Galveston Area Council (H-GAC) Cooperative Purchasing contract No. FS12-13 JA04, which cooperative the City is a part of.

I recommend awarding the following contract:

Price: NTE $590,589.00

Description: E-One Cyclone II, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.

Vendor:
Absolute Fire Protection
P.O. Box 497
2800 Hamilton Boulevard
South Plainfield, NJ 07080-0497

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT — Absolute Fire Protection - E-One

Product Description: E-One Cyclone II, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.

Number of Units:One (1)

P.O. BOX 497
2800 HAMILTON BLVD
SO. PLAINFIELD, NJ 07080-0497

* The following details shall be provided with Purchase Order from End User to H-GAC for customized products:

A.	Base Bid Price as in Bid/Contract No.**FS12-13 JA04**	(per single unit)	$ 611,844.00
B.	Published Options added to Base Bid.....(per single unit).....		$ 41,070.00
C.	..... PER UNIT SUB TOTAL:		$ 652,914.00

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H.	H-GAC Administrative Fee (from Fee Schedules).....		$2,000.00
I.	Additional Discounts.....		$ (45,000.00)
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC		$ 590,589.00

K. COMMENTS AND NOTES: Returning Customer Discount applied

Fire Apparatus Quotation for:
HOBOKEN FIRE DEPT

Quotation Number: 63621 Rev: 34
Unit Description: AERM-CYC2-M110
Quote Description: Aerial Rear Mount, Cyclone II, Metro 110
Salesperson: CDUBOIS

Salescode	Extended Description	Qty
TESTING COMPLIANCE STANDARD		
1001-0015	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2009 edition.	1
BUMPERS		
1160-0000	Bumper 10" stainless steel.	1
1160-0011	4" Front Bumper Extension.	1
FRAME ASSEMBLY		
1250-0063	Frame - Torque box for single axle RM aerial.	1
AXLE OPTIONS		
1025-0005	Meritor FL-941 front axle 18,700 lb.	1
1025-0028	Koni shock absorbers for front axle - adjustable.	1
1025-0097	Meritor RS-30-185 single rear axle 33,000 lb. capacity. Requires 16.5" x 8.625" cast shoe brakes and 33K suspension.	1
SUSPENSIONS		
1070-0017	Reyco rear spring suspension w/aux 33K rating.	1
WHEEL OPTIONS		
1050-0000	Steel wheels for front axle (2).	1
1050-0002	Steel wheels for rear axle (4).	1
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1

TIRE OPTIONS		
1060-0017	Four Michelin 315 rear tires with XDN2 mud and snow tread.	1
1060-0047	Two Michelin 385 tires model XFE for front axle.	1
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1
BRAKE SYSTEMS		
1100-0001	Meritor EX225H 17" disc brakes for front axle.	1
1100-0005	Brake system air 4X2/4X4.	1
1100-0006	Parking brake release mounted on the driver's side lower dash.	1
1100-0036	16.5" x 8.625" P-Cast S-cam brakes for 27,000 - 33,000 Meritor axle.	1
AIR SYSTEM OPTIONS		
1110-0000-001	Inlet for air system. Location: driver door jamb.	1
1110-0002	Air dryer Bendix AD-9.	1
1110-0005	Automatic moisture ejectors, heated.	1
1110-0006	Air lines nylon.	1
1110-0041	Air horns Grover recessed in bumper (PR).	1
ENGINES & TRANSMISSIONS		
1200-0017	Push-button transmission shift selector.	1
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1
1200-0096	Electronic speed limiting set at 60 MPH.	1
1200-0236	Eng/Trans Cummins ISL 450HP/EVS3000 2013 EPA compliant engine.	1
SECONDARY BRAKING		
1125-0002	Jacobs engine compression brake.	1
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1
COOLING PACKAGE		
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010/2013 EPA engines. Includes coolant recovery system.	1
FUEL SYSTEMS		
1350-0004	Fuel system 50 gallon saddle tanks.	1
1350-0012-670	Fuel shut-off valve. Location: one (1) inlet side of OEM fuel filter.	1
FUEL SYSTEMS		
1350-0022	Fuel line hose rubber.	1

ALTERNATOR		
1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/275 amp NFPA.	1
BATTERIES		
1400-0032	Battery five group 31 1000 CCA (two left / three right). For use with below cab DEF tank only.	1
CHASSIS OPTIONS		
1680-0005	Thermatic fan clutch.	1
1680-0006	Drivelines 1710.	1
1680-0008	Tow eyes front painted below bumper/cab (PR).	1
1680-0012	Tow eyes rear frame painted.	1
1680-0051	Aerial hydraulic activation system.	1
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 EPA engines. Location: left side below rear of cab.	1
CAB MODEL		
1520-0071	Cyclone II X medium cab with 58" CA. For use with a lowered aerial. Requires full length 4.5" deep trough option.	1
CAB ROOF TYPE		
1615-0016	Cab roof to have a 4.5" deep x 44" wide trough for lowered aerial.	1
CAB BADGE PACKAGE		
1610-0000	Cab and body to have applicable E-ONE logos.	1
CAB DOOR OPTIONS		
1550-0003	Rear crew cab doors in the medium position.	1
1550-0006	Driver and officer cab door windows. Include rear fixed window.	1
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1
1550-0017	Cab door panels stainless steel.	1
1550-0025	All cab doors shall have "L" style exterior latches.	1
1550-0027	Front cab door windows to have manual actuation.	1
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1
CAB DOOR OPTIONS		
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1
1550-0133	Stainless steel trim on bottom edge of the over wheel cab compartment opening	1

	(ea).	
1550-0186-659	(4) TecNiq T440 4" LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1
MIRRORS		
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1
1670-0059	Retrac Mirror stainless steel 10" 3-arm convex above officer side cab brow, 3 piece adjustable telescoping arm. Head #604953, Arm assy#604671	1
MISC EXTERIOR CAB OPTIONS		
1550-0033	Windows cab side fixed officer's side.	1
1550-0035	No window on the driver side of the cab	1
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1
1675-0030	Mud flaps, front, black with E-ONE logo.	1
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1
1675-0202	Mounting plate for battery charger receptacle, indicator and air inlet (if applicable). Plate to be removable brushed stainless steel.	1
HVAC		
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1
1515-0048	Controls for heating and air conditioning shall be located in the driver side lower dash area. For use without front air bags only.	1
1685-0057	Heaters cab rear with covers (PR), and front heater with heat to the feet for the driver and officer.	1
SEATS		
1510-0003	Seats, Inc. brand 911 cab seats.	1
1510-0009	Seat color black.	1
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1
SEATS		
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1
1510-0038	Driver seat 911 air ride.	1
1510-0042	Officer seat to be 911 fixed SCBA.	1

1510-0053	Rear facing 911 seat with SCBA officer's side.	1
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1
1510-0234	Seat cover material Turnout Tuff.	1
1685-0032	Seating capacity tag of five occupants.	1
MEDICAL CABINETS		
1535-0002	Driver side cab wheel well medical cabinet approximately 42 x 22 (25 Quest) x 28. Includes external locking roll-up door and interior hinged door with locking push-button latch. Cabinet includes (2) adjustable shelves.	1
1535-0032	All medical cabinet RUD in the cab to be locking with 1250 key	1
1535-0033	All exterior access RUD for medical cabinets to have satin finish	1
1535-0202	Cab medical/storage cabinet(s) finish to be Zolatone gray. Includes interior/exterior of cabinet and shelves/trays if equipped.	1
MAP BOXES		
1540-0013	All map boxes in the cab to be painted Zolatone 20-64 gray.	1
1540-0051	Map box suspended with drop-down doors. 34"W x 9.50"H x 12"D.	1
MISC INTERIOR CAB OPTIONS		
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1
1685-0005	Lexan sun visors, driver and officer's side overhead.	1
1685-0008	Control lanyard Y type for air horns.	1
1685-0161	Severe duty dash package. Includes smooth plate alum center and officer side dash painted to match cab interior and lower dia plt kick panels.	1
1685-0187	Severe duty engine cover, molded polyurethane.	1
1685-0275-V33	Cup holder (PR). Polyurethane construction for use in Typhoon and CII with severe duty engine cover only. Location: Driver and officer side of engine cover slightly ahead of access door spaced approximately 20" apart (center to center).	1
CAB ELECTRICAL OPTIONS		
CAB ELECTRICAL OPTIONS		
1750-0021	Battery charger Kussmaul model 1200, 40 amp.	1
1750-0024-179-02	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Red cover.	1
1750-0030	Switch horn button two position DOT/electronic siren.	1
1750-0046-195	Cab Headlights. Position: lower.	1
1750-0062	Control push-button switch officer dash for siren.	1
1750-0066-172	Halogen front turn signal amber (PR). Locate: upper headlight bezel.	1
1750-0072-592	12 VDC (or 24VDC) electrical outlet in the cab wired battery hot. Location: driver	1

	side dash.	
1750-0072-593	12 VDC (or 24VDC) electrical outlet in the cab wired battery hot. Location: officer side dash.	1
1750-0073-587	Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: officer side forward with coaxial cable terminating at the center of the dash board.	1
1750-0075	English dominant main cab gauge cluster.	1
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1
1750-0188	DPF regeneration override switch.	1
1750-0198-762	Battery charger to be located behind officer's seat.	1
1750-0429-593	Dual USB charging ports in the cab wired battery hot. Location: officer side dash.	1
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1
BODY MODEL		
3080-0204	Body aerial single axle LTH100 without pump (162 C/A for use with vertical SCR aftertreatment). 96" wide with L and R rescue style high sides and rear side staircases. Rear of body aft of rear jack legs raised 3". 61" high body. (10'-7" OAH with no wway, 10'10" OAH with wway).	1
BODY COMPT REAR		
3110-0058	Rear of body to have flush un-painted smooth plate body panels to facilitate rear body striping.	1
AERIAL BODY OPTIONS		
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1
3310-0144	Rear ladder tunnel chain across ladders.	1
AERIAL BODY OPTIONS		
	hinge on outboard sides and latch in the middle. D-ring to be on right hand "primary" door.	
3310-0162	Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/110 requires surface mount warning lights.	1
3310-0303	Auxiliary jack pad 24X24 (4) with 20 degree formed handle. Includes (4) mounting brackets.	1
DOORS		
3300-0011-006	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L4	1
3300-0011-018	Door single horizontal hinged lift-up box pan configuration painted. Location(s): R4	1

3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1
3300-0019-007	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L5.	1
3300-0019-008	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L6.	1
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1
3300-0019-019	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R5.	1
3300-0019-020	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R6.	1
SHELVES		
3370-0025-099	Permanent shelf. Locate in L1 at offset (above extrusion if applicable).	1
3370-0025-112	Permanent shelf. Locate in L5 at offset (above extrusion if applicable).	1
3370-0025-113	Permanent shelf. Locate in L6 at offset (above extrusion if applicable).	1
3370-0025-115	Permanent shelf. Locate in R5 at offset (above extrusion if applicable).	1
3370-0052-004	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L2.	1
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	1
3370-0052-016	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R2.	1
SHELVES		
3370-0052-017	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R3.	1
3370-0052-094	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R6 upper.	1
3370-0053-081	Adjustable shelf (C-Style) for non-transverse compartments up to 15.99" in depth. Location: L5 lower.	1
3370-0054-004	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: L2.	1
3370-0054-005	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: L3.	1
3370-0054-016	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: R2.	1
3370-0054-017	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: R3.	1
3370-0054-094	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in	1

	depth. Location: R6 upper.	
3370-0055-081	Tracks for adjustable shelf in shallow compartments up to 15.99" deep. Location: L5 lower.	1
TRAYS / TOOLBOARDS		
3380-0076-005	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L3.	1
3380-0077-016	Tray, adjustable roll-out with 500 lbs. capacity and a gas shock. Location(s): R2.	1
LADDER STORAGE / RACKS		
3365-0037-U91	Center mounted ladder tunnel. Ladder rack to hold: (2) PEL-35, PEL-28, PEL-24, TRL-20, PRL-16 and FL-10.	1
MISC BODY OPTIONS		
3090-0002	OAH. Unit has no overall height restrictions.	1
3090-0004	OAL. Unit has no overall length restrictions.	1
3340-0093	Mud flaps, rear, black with E-ONE logo.	1
3340-0282-X73	Cab tilt switch and manual jack to be located: right side forward jack leg compartment low behind door in access panel (tilt sw behind door).	1
3340-0486	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and bolt-on polished alum fenderettes.	1
3340-0689	Insulation to protect compartment from exhaust system heat. Locate behind R1 forward wall.	1
SCBA BOTTLE STORAGE		
3320-0005	SCBA Bottle Storage. (4) Cast Product SCBA bottle storage with gasketed doors. (2) each side in rear wheel well area.	1
3320-0100	Strap(s), loop style to retain SCBA bottle(s). Locate one per bottle in each exterior storage compartment.	4
ELECTRICAL SYSTEMS		
5010-0039	V-MUX Electrical system for aerials.	1
5010-0049	Vehicle data recorder - 2009 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1
5010-0055-649	VFD Text display for V-MUX electrical system. Location: center of dash.	1
LIGHT BARS		
5300-0354-034	Light bar Federal Signal Split Vision VSLR6. Two (2) 21" 3-pod light bars w/ (3) red pods on each bar with red lenses. Location: front cab corners.	1
WARNING LIGHT PACKAGES		
5550-0067	Flash rate for Federal QuadraFlare LED lower level warning lights to be set at pattern 4, (75 QFPM).	1
5550-0192-535	Federal Signal QuadraFlare LED lower level warning light package. Includes (8) QL64XF-R LED light heads with bezels and (2) IMPAXX LED model IPX302-4 light	1

	heads. Locate side facing lights: at forward most position, centered in rear wheel well, and side facing at rear of body in rubrail if equipped.	
WARNING LIGHTS		
5600-0173-479-06	Federal MicroEscape NFPA compliant LED beacons (PR) clear lenses with Red LED reflectors. Location: rear upper body on aerial style brackets.	1
5600-0211-170	Hazard (door ajar) light .75" LED red. Location: center overhead.	1
SIRENS		
5500-0009	Federal PA300 electronic siren recessed mounted.	1
5500-0024-Z10	The electronic siren control is to be located on the center of center dash upper tier (recessed).	1
SPEAKERS		
5510-0029-210	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: center front bumper.	1
DOT LIGHTING		
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1
DOT LIGHTING		
5150-0026	Marker light LED body/cab package. E-ONE custom cab with aerial ladder, Mid-Mount platform or Bronto bodies only.	1
5150-0032	Bracket license plate at rear of body.	1
5150-0042	Federal Signal LED tail lights. Includes 4" diameter red LED stop/tail, amber turn and LED clear back-up.	1
LIGHTS - COMPARTMENT, STEP & GROUND		
5380-0232	Step light package Whelen 2" LED - small.	1
5380-0247	Compartment light ROM V4 LED for medical cabinet (EA).	1
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	1
5380-0279	Ground light package TecNiq T440 4" LED - small.	1
LIGHTS - DECK AND SCENE		
5390-0000-444	Deck light - Unity 12 volt (PR). Location: (1) each side over rear ladder tunnel.	1
LIGHTS - NON-WARNING		
5400-0003	Engine compartment light (EA).	1
CAMERAS / INTERCOM		
6570-0008	Intercom aerial 2-way. Atkinson Dynamics (Federal). Speaker to be located to rear of platform on Bronto units.	1
MISC ELECTRICAL		

1750-0082-762	12V power distribution module. Includes (6) battery hot and (6) switched hot circuits. 100 amps max (IATS). Location: behind officer's seat.	1
5110-0017	Back-up alarm 97 dB.	1
GENERATOR		
5250-0062-128	Dealer installed generator, Cabinet prewired to breaker box.	1
BREAKER BOXES		
5200-0000-394	Breaker box 8 place single phase. Includes main breaker. Note: Main breaker occupies 2 places leaving 6 available. Locate L1 forward wall.	1
LIGHTS - QUARTZ		
5450-0155-491	Fire Research Evolution 12V LED scene light model FCA802-V15 with brow mount (EA). Includes switch accessible to driver (driver and officer side facing lights	2
LIGHTS - QUARTZ		
	switched separately). Location: driver and officer side over canopy area.	
RECEPTACLES		
5470-0004-545	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: In cab driver side on 3 x 3 post rear facing just above engine cover.	1
ELECTRIC CORD REELS		
5130-0001-Q26	Cord reel electric with 200' of 10/3 black cable. Locate R1 back wall up high centered.	1
5130-0001-U21	Cord reel electric with 200' of 10/3 black cable. Locate L1 back wall up high offset rearward.	1
5130-0014-Q26	Circle D wall/floor mounting box. Mount at final or ship loose (customer preference). For use with reel located in or on R1 back wall up high centered.	1
5130-0014-U21	Circle D wall/floor mounting box. Mount at final or ship loose (customer preference). For use with reel located in or on L1 back wall up high offset rearward.	1
5130-0015-Q26	Junction box Circle-D with two (2) 15 amp straight blade and two (2) 20 amp twist lock receptacles. Located on cord for reel in R1 back wall up high centered.	1
5130-0015-U21	Junction box Circle-D with two (2) 15 amp straight blade and two (2) 20 amp twist lock receptacles. Located on cord for reel in L1 back wall up high offset rearward.	1
5130-0024-392	Electric cord reel rewind switch. Switch located on wall near cord reel.	1
5130-0028	Cord reel rollers mounted on reel.	2
AERIAL MODEL		

6100-0030	Lower aerial turntable pedestal and boom support 6in (HM100/110/LTH100). Top of turntable support to top of torque box to be 36.25in.	1
6100-0042	Ladder LTH110 without waterway. Includes left side console with cover, adjustable height turntable handrails, split steps at tip and jack leg flood lights.	1
AERIAL HYDRAULIC SYSTEM OPTIONS		
6150-0003-218	Gauge aerial hydraulic oil level. Electronic display to be located next to aerial master panel.	1
AERIAL CONTROLS		
6850-0026	Direct hydraulic aerial control system.	1
AERIAL WARNING LIGHTS		
6550-0002	Outrigger warning lights (4) LED. Truck-Lite model 91R.	1
AERIAL WARNING LIGHTS		
6550-0063	Whelen VTX609R Vertex Super-LED lights at ladder tip (PR). Red with clear lenses and chrome bezels. Switched with aerial master.	1
AERIAL LIGHTING		
6560-0002-232	Spot light 12V located right side tip.	1
6560-0005	Flood lights Unity at base (PR).	1
6560-0032	Locate spot, flood and /or quartz lights on ladder fly section as far back from tip as possible.	1
6560-0080-000-03	Ladder climbing lights Luma Bar Pathfinder LED strip for 4 section aerial (one side). Color: Blue.	1
AERIAL EQUIPMENT		
6500-0011-V40	Pike pole tube for 6' pole on ladder. Location: right side fly section horizontally mounted just above rungs (requires pin 6500-0043).	1
6500-0019-138	Axe bracket mounted on aerial. For use with a 6 lb. axe only. Location: left side fly section.	1
6500-0043	Retaining pin for pike pole storage tube. Pin to prevent pike pole form vibrating out of stored position on ladder section.	1
SIGN PLATES		
6750-0001-000-35	Aerial sign plates 16 x 144 (PR). Available on HP100L, HPS105L, HP95 and HP100P only. Does not include lettering. Color: FLNA4145 Black	1
AERIAL TESTING		
6900-0002	Aerial 2009 NFPA Certification.	1
MISC LOOSE EQUIPMENT		
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1

7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0064	Cab paint break - standard with dip to grille. Break is 31.5" inches below the drip rail on Typhoon X and CII X cabs. Pre-07' emission Typhoon cab break is 33.5" below the drip rail.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
EXTERIOR PAINT			
8100-0177-000-35	Paint cab Sikkens two-tone. Upper area of cab to be painted FLNA4145 Black.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1	
8100-0355	Paint lift cylinders, extension cylinders and upper turntable steelwork to match the "two tone" sale code color (does not apply to TT deck).	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
LETTERING			
8200-0000-000-12	Scotchlite Letter (Each) - 3". Color White.	12	
8200-0002-000-12	Scotchlite Letter (Each) - 9". Color White.	17	
8200-0006	Maltese cross 12" (Pair).	1	
8200-0022	Shade and outline for lettering.	52	
8200-0023	Lettering Instructions:	1	Instructions for 9 inch Scotchlite White HOBOKEN on ladder sign; Instructions for 3 inch Scotchlite White CITY OF above hoboken on ladder signs; Instructions for 4 inch Sign Gold HOBOKEN on front of cab above grille; LADDER X on rear cab doors; Instructions for 10 inch Scotchlite White
8200-0029-000-12	Scotchlite Letter (Each) - 10". Color White.	2	
8200-0047	Sign Gold Letter (Each) - 4"	21	
STRIPING			
8200-0016	White reflective tape on (4) outriggers.	1	
8300-0016	Paint Break Sign Gold Chassis Stripe - 3/4" Wide - Black, Gold, Black. To be located above existing paint break.	1	

8300-0025-000-12	1/4" Pin stripe above and below existing Scotchlite stripe. Color: White.	1	
8300-0027-333-13	NFPA Scotchlite 4" wide hockey stripe, straight across front and may contour as it transitions from cab to body on each side. Color: Black. Location: top of stripe flush with top of bumper and straight back.	1	
8300-0035	Striping Instructions:	1	Level change on L1/L2 to 6 inches above the over wheelwell compartment door
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0123-000-72	Chevron "A" style 6" printed pattern NFPA Scotchlite striping. Provided to driver and officer rear compartment face, smooth plate panels and/or doors outboard and above the center rear compartment opening and the vertical hosebed extrusions (terminate just above the upper hand rail stanchion). The vertical and horizontal extrusions inboard of the vertical hose bed extrusions shall remain visible with a sanded finish. Colors to be Yellow/Red.	1	
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic).	1	
9300-0009	Manuals, Operator and Service CD-ROM.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Misc Manual Adds			
Misc Manual Adds	Poly Rubrail upgrade	1	
Misc Manual Adds	Rubberized fenderettes on cab and body	1	
Misc Manual Adds	Move Jack pads inward on body to keep handles from sticking out	1	
Misc Manual Adds	recess jack leg warning lights	1	

Introduced By: Peter A. Cunningham 37
Second By:

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION CANCELING ERRONEOUS ASSESSMENTS AND CREDITING OVERPAYMENTS

WHEREAS, it was discovered that the following taxable accounts were erroneously assessed, due to the lack of proper updates to the City's tax assessment and collection records demonstrating changes in qualifiers for:

Block 261.01, Lot 1, All Qualifiers,
Address: 1100 Maxwell Lane
Owner: PT Maxwell LLC % Toll Brothers

WHEREAS, these erroneous assessments occurred Q1 and Q2 of CY2015 against each old qualifier, while the new qualifier known as CP211 was also assessed independently in Q1 and Q2 of CY2015; and,

WHEREAS, the property owner made payments against each of the erroneous qualifiers for Q1 and Q2 of CY2015, as well as for the new qualifiers, CP211, for Q1 and Q2 of CY2015, resulting in an overpayment on the Block and Lot in the total amount of $17,289.51;

WHEREAS, the Tax Assessor now seeks to have the erroneous assessments cancelled, as follows:

2015 – 1st quarter - $8644.76
2015 – 2nd quarter - $8644.75

WHEREAS, as a result of the erroneous assessments, the property owner made significant overpayments for which it now requires reimbursement, and such reimbursement shall become a credit against all future taxes assessed on qualifiers CP211, until said credits are fully disbursed against the property owners CP211 tax payments, and the Tax Collector shall be responsible for crediting in accordance with this Resolution, and advising the property owner of the balances and any taxes due and owning in accordance with applicable law.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Hoboken, that said Erroneous Assessment charges be canceled from the above referenced qualifiers, and said qualifiers be cancelled, and removed from the Added Assessment Tax Duplicate, and the actual current qualifier shall be credited for the overpayments as described above until such time as the credits are fully utilized.

BE IT FURTHER RESOLVED, this resolution shall take effect immediately upon passage.

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo
Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jennifer Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
President Bhalla	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

OCT 07 2015

James J. Farrin

CITY CLERK

Introduced by: _____ 38
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AMEND THE CONTRACT TO BEN CHOI FOR SPECIAL LEGAL COUNSEL – CY2015 TO THE CITY OF HOBOKEN TO ADD THE SERVICES OF ABC BOARD PROSECUTOR / BOARD ATTORNEY WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT OF FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS ($4,250.00) WITH NO CHANGE IN THE ORIGINAL CONTRACT TERM SET TO EXPIRE DECEMBER 31, 2015

WHEREAS, service to the City as Special Counsel is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the City of Hoboken published its annual Request for Qualifications for the Professional Services of Special Legal Counsel-Prosecutor in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Ben Choi responded to, and for which Ben Choi was appointed Chief Municipal Prosecutor of the City of Hoboken; and,

WHEREAS, the Administration has determined that Ben Choi's contract should be amended to add the services of ABC Board Prosecutor / Board Attorney through the end of CY2015, for a total increase in the not to exceed amount, specifically for billing ABC related representation, by $4,250.00 ($13,450.00 of the current not to exceed amount of $35,000.00 is still remaining as of 9/30/2015 from the original NTE amount for municipal prosecutor work); and,

WHEREAS, Ben Choi is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $4,250.00 is available in the following appropriation 5-01-20-156-020 **in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that the contract with Ben Choi to represent the City as Special Legal Counsel- be amended, with no change in the term, but for an increase in the total not-to-exceed amount by $4,250.00, which increase shall be payable for ABC Board Prosecutor/ Board Attorney services only; and

BE IT FURTHER RESOLVED, the contract shall include the following term: Ben Choi shall be paid $325.00 per ABC meeting attended, as well as a maximum hourly rate for services outside of Board meetings at $150.00/hour for attorneys, $50.00/hour for paralegals, and $20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

BE IT FURTHER RESOLVED, this contract shall cover ABC Board Prosecutor/ Board Attorney matters, and new litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm's services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to

provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Weiner Lesniak; and

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT RESOLVED, that this resolution shall take effect immediately upon passage.

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle				/
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

OCT 07 2015

James J. Farina
CITY CLERK

Batch Id: GDS Batch Date: 10/06/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-20-156-020 SPECIAL COUNSEL O/E	Encumbrance	CFO Cert for meeting October 7, 2015	4,250.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	4,250.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	4,250.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	4,250.00
Total:	1	4,250.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	4,250.00

Batch: GDS Updated Entries: 1 Updated Amount: 4,250.00 Ref Num: 3728

Introduced By: _____

Second By: _____

CITY OF HOBOKEN
RESOLUTION NO._____
RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

WHEREAS, an overpayment of taxes has been made on property listed below: and

WHEREAS, Sharon Curran, Collector of Revenue recommends that refunds be made;

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling **$13,495.51**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Lereta, LLC 1123 Park View Drive Covina, CA 91724 282688P/Martha Walker	48/8/C0003	315 Monroe St	1&2/15	$4,162.62
Sherry Oommen 11011 Domain Drive Apt 8313 Austin, TX 78758	83/13/C003F	725 Madison St	3/15	$1,488.09
Steven Rubin 400 Ninth Street #W5H Hoboken, NJ 07030	149/1/C0W5H	400-414 Ninth St	1/14	$2,219.08
Vijay Darji 1100 Adams Street #414 Hoboken, NJ 07030	104/1.01/C0414	1100 Adams St	2/15	$3,767.86(abatement)
Kevin Kanagra 1125 Maxwell Lane # 914 Hoboken, NJ 07030	261.03/1/CP370	1125 Maxwell Lane	2/15	$124.95

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Melissa Wong 1314 Hudson Street #2 Hoboken, NJ 07030	245/11/C0002	1314 Hudson St	3/14	$1,732.91

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

OCT 07 2015

CITY CLERK

Meeting date: October 7, 2015

APPROVED:

Sharon Curran
Tax Collector

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle				✓
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

OCT 07 2015

James J. Farina
CITY CLERK

Sponsored by:

Seconded by:

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular and Special meeting of September 16, 2015** have been reviewed and approved by the Governing Body.

Melissa L. Longo
Approved as to form:

Meeting Date: October 7, 2015

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	/			
Peter Cunningham	/			
Jim Doyle				✓
Jennifer Giattino	/			
Elizabeth Mason				✓
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
President Ravi Bhalla				

Introduced by: Peter D. Cunningham

Seconded by: [signature]

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND EXECUTION OF A GRANT AGREEMENT WITH FEMA FOR THE ASSISTANCE TO FIRE FIGHTERS GRANT PROGRAM FY2015-2016

WHEREAS, FEMA has announced that it is accepting applications for its FY2015-2016 Assistance to Fire Fighters Grant Program; and

WHEREAS, the purpose of the program is to protect the health and safety of the public and firefighting personnel against fire and fire related hazards; and

WHEREAS, the grant requires a City match of $15,227.00 which the City accepts and appropriates monies for as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $15,227.00.00 is available in the following appropriations: 5-01-46-892-001 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: [signature], George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the City of Hoboken formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application for the above referenced project on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement, and that if acceptance requires a City monetary match, the Administration shall utilize the within appropriation of funds for same.

Meeting date: October 7, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle				/
Jennifer Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
President Bhalla	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

OCT 07 2015

CITY CLERK

Batch Id: GDS Batch Date: 10/06/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-46-892-001 MATCHING FUNDS FOR GRANTS	Encumbrance	CFO Cert for Meeting October 7, 2015	15,227.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	15,227.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	15,227.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	15,227.00
Total:	1	15,227.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	15,227.00

Batch: GDS Updated Entries: 1 Updated Amount: 15,227.00 Ref Num: 3724

Request Grant Amendment

Amendment Number: EMW-2014-FO-00887-001

Federal share awarded:	152,273.00
Federal share requested:	0.00
Amount paid to date:	0.00
Amount of pending payments:	0.00
Balance of federal funds:	152,273.00

Print Amendment Request

Reviewed on/By 09-14-2015 by KEVIN PIATT

Grantee Comments History

Grantee Comments

Grant Amendment Request

You may either type your request in the space provided below; or create the text in your word processing system and then copy it into the space provided below.

We were awarded $800 per SCBA air cylinder for a total of 73 cylinders that are beyond the 15 year manufacturer serviceable life span. We are requesting another $400 per SCBA air cylinder in order to purchase these units based on NJ state contract pricing.

Go Back

01-46-892-001 — $ 27,000
01-25-266-021 — $ balance

Request Grant Amendment

Amendment Number: EMW-2014-FO-00887-001

Federal share awarded:	152,273.00
Federal share requested:	0.00
Amount paid to date:	0.00
Amount of pending payments:	0.00
Balance of federal funds:	152,273.00

Print Amendment Request

Reviewed on/By 09-14-2015 by KEVIN PIATT

Grantee Comments History

Grantee Comments

Grant Amendment Request

You may either type your request in the space provided below; or create the text in your word processing system and then copy it into the space provided below.

We were awarded $800 per SCBA air cylinder for a total of 73 cylinders that are beyond the 15 year manufacturer serviceable life span. We are requesting another $400 per SCBA air cylinder in order to purchase these units based on NJ state contract pricing.

Go Back

Amendment Package

Federal Emergency Management Agency
Washington, D.C. 20472

Mr Anton Peskens
Hoboken Fire Department
201 Jefferson Street
Hoboken, New Jersey 07030-1901

Re: Grant No. EMW-2014-FO-00887

Dear Mr Peskens:

This letter is in written response to your amendment request regarding a cost change within your grant. The approved increase is $29,200 to your total grant request. The total revised grant amount as a result of this amendment is $167,500, $152,273 is the Federal share and $15,227 is your share of the cost. All other terms and conditions of the grant remain unchanged, except as noted per your amendment. Please maintain copies of all bids/quotes, purchase receipts, vouchers, etc., along with a copy of this letter in your grant file. All other terms and conditions remain unchanged.

If you have any further questions and/or concerns please contact Nancy Cannon at (202) 786-9834.

Sincerely,

Nancy Cannon
Grant Management Specialist

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application

INSTRUMENT:	GRANT
AGREEMENT NUMBER:	EMW-2014-FO-00887
GRANTEE:	Hoboken Fire Department
DUNS Number:	956400931
AMOUNT:	$167,500.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

14-AUG-15 to 13-AUG-16

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$157,600.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$9,900.00
Indirect Charges	$0.00
State Taxes	$0.00

Total	$167,500.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

Agreement Articles

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

GRANTEE: Hoboken Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2014-FO-00887

AMENDMENT NUMBER: 1

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Article XXVII	Trafficking Victims Protection Act of 2000
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Article XXX	USA Patriot Act of 2001
Article XXXI	Use of DHS Seal, Logo and Flags
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Article XXXIII	DHS Specific Acknowledgements and Assurances
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Article XXXVI	Protection of Human Subjects
Article XXXVII	Incorporation by Reference of Funding Opportunity Announcement
Article XXXVIII	Acceptance of Post Award Changes

I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and

subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access

obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking*

Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. **Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. **Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. **DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions
For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. **Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. **Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. **Incorporation by Reference of Funding Opportunity Announcement**

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

XXXVII. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2014-FO-00887	1	22-6001993	AWARD	W494333N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Hoboken Fire Department 201 Jefferson Street Hoboken New Jersey, 07030-1901	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: ANDREA DAY	FEMA/Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Anton Peskens	2014202258	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
14-AUG-15	SF-270	Cost Sharing	From:14-AUG-15 To:13-AUG-16 Budget Period From:23-JAN-15 To:30-SEP-15

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2015-F4-C111-P4310000-4101-D	$125,728.00	$26,545.00	$152,273.00	$15,227.00
		TOTALS	$125,728.00	$26,545.00	$152,273.00	$15,227.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
ANDREA DAY

DATE
14-SEP-15

Close Window

Introduced by: Patrick Cunningham

Seconded by: 42

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2015 Municipal Budget

FEMA ASSISTANCE FOR FIREFIGHTERS PROGRAM CY 2015

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHERAS, said Director may also approve the insertion of an item of appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of $152,273.00 from the Federal Emergency Management Agency and wishes its CY 2015 Budget to include this amount as a revenue, with a City Match $15,227.00.

NOW, THEREFORE, BE IT RESOLVED, the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of CY 2015 in the sum of.....$152,273.00

Which is now available as a revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
with Prior Written Consent of the Director of the
Division of Local Government Services:
Appropriation:
FEMA Assistance for Firefighters O/E $152,273.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....$152,273.00 be and the same is hereby appropriated under the caption of:
General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by

Revenues:

FEMA Assistance of Firefighters O/E	$152,273.00

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

MEETING DATE: October 7, 2015

Reviewed By:

QUENTIN WIEST
Business Administrator

Approved as to Form:

MELLISSA LONGO
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			/
Jen Giattino	/			
Elizabeth Mason	/			/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 07 2015

CITY CLERK

Amendment Package

Federal Emergency Management Agency
Washington, D.C. 20472

Mr Anton Peskens
Hoboken Fire Department
201 Jefferson Street
Hoboken, New Jersey 07030-1901

Re: Grant No. EMW-2014-FO-00887

Dear Mr Peskens:

This letter is in written response to your amendment request regarding a cost change within your grant. The approved increase is $29,200 to your total grant request. The total revised grant amount as a result of this amendment is $167,500, $152,273 is the Federal share and $15,227 is your share of the cost. All other terms and conditions of the grant remain unchanged, except as noted per your amendment. Please maintain copies of all bids/quotes, purchase receipts, vouchers, etc., along with a copy of this letter in your grant file. All other terms and conditions remain unchanged.

If you have any further questions and/or concerns please contact Nancy Cannon at (202) 786-9834.

Sincerely,

Nancy Cannon
Grant Management Specialist

Request Grant Amendment

Amendment Number: EMW-2014-FO-00887-001

Federal share awarded:	152,273.00
Federal share requested:	0.00
Amount paid to date:	0.00
Amount of pending payments:	0.00
Balance of federal funds:	152,273.00

Print Amendment Request

Reviewed on/By 09-14-2015 by KEVIN PIATT

Grantee Comments History

Grantee Comments

Grant Amendment Request

You may either type your request in the space provided below; or create the text in your word processing system and then copy it into the space provided below.

We were awarded $800 per SCBA air cylinder for a total of 73 cylinders that are beyond the 15 year manufacturer serviceable life span. We are requesting another $400 per SCBA air cylinder in order to purchase these units based on NJ state contract pricing.

Go Back

Request Grant Amendment

Amendment Number: EMW-2014-FO-00887-001

Federal share awarded:	152,273.00
Federal share requested:	0.00
Amount paid to date:	0.00
Amount of pending payments:	0.00
Balance of federal funds:	152,273.00

Print Amendment Request

Reviewed on/By 09-14-2015 by KEVIN PIATT

Grantee Comments History

Grantee Comments

Grant Amendment Request

You may either type your request in the space provided below; or create the text in your word processing system and then copy it into the space provided below.

We were awarded $800 per SCBA air cylinder for a total of 73 cylinders that are beyond the 15 year manufacturer serviceable life span. We are requesting another $400 per SCBA air cylinder in order to purchase these units based on NJ state contract pricing.

Go Back

01-46892-001 — $ 27,000
01-25-266-021 — $ balance

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application

INSTRUMENT:	GRANT
AGREEMENT NUMBER:	EMW-2014-FO-00887
GRANTEE:	Hoboken Fire Department
DUNS Number:	956400931
AMOUNT:	$167,500.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

14-AUG-15 to 13-AUG-16

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$157,600.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$9,900.00
Indirect Charges	$0.00
State Taxes	$0.00

Total	$167,500.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

Agreement Articles

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

GRANTEE: Hoboken Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2014-FO-00887

AMENDMENT NUMBER: 1

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Article XXXV	Animal Welfare Act of 1966
Article XXXVI	Protection of Human Subjects
Article XXXVII	Incorporation by Reference of Funding Opportunity Announcement
Article XXXVIII	Acceptance of Post Award Changes

I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq*.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. Reporting of first-tier subawards.

1. *Applicability*. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report*.

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov*.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report*. You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify*.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and

subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access

obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*); which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking*

Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. **Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. **Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. **DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. **Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. **Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. **Incorporation by Reference of Funding Opportunity Announcement**

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

XXXVII. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2014-FO-00887	1	22-6001993	AWARD	W494333N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Hoboken Fire Department 201 Jefferson Street Hoboken New Jersey, 07030-1901	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: ANDREA DAY	FEMA/Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Anton Peskens	2014202258	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
14-AUG-15	SF-270	Cost Sharing	From:14-AUG-15 To:13-AUG-16 Budget Period From:23-JAN-15 To:30-SEP-15

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2015-F4-C111-P4310000-4101-D	$125,728.00	$26,545.00	$152,273.00	$15,227.00
		TOTALS	$125,728.00	$26,545.00	$152,273.00	$15,227.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
ANDREA DAY

DATE
14-SEP-15

Close Window

43

Introduced by: Peter H. Cunningham

Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE CONTRACTING PROCESS FOR AN INDEPENDENT AUDIT OF THE HEALTH INSURANCE PROGRAM, FOR UP TO FIVE (5) YEARS PURSUANT TO N.J.S.A. 40A:11-4.

WHEREAS, the City of Hoboken seeks to contract for the services of a health insurance auditor, in accordance with N.J.A.C. 40A:11-4., for up to five (5) years, upon approval of the Division of Local Government Services; and,

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1, the City may use competitive contracting in lieu of public bidding for the contracting of the operation, management or administration of other services, with the approval of the Director of the Division of Local Government Services, which the City will seek upon authorization of competitive contracting for said services by this Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A11-4.1, shall, upon approval of the Director, be authorized in lieu of public bidding for this procurement, and may be initiated by the Purchasing Agent/Business Administrator for the purpose of contracting an auditor of the health insurance program for the City for a period up to five (5) years.

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President				

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 07 2015

James J. Farina
CITY CLERK

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

AUTHORIZATION FOR THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED SHARED SERVICE AGREEMENT WITH THE HOUSING AUTHORITY FOR THE BALL SAFETY NETTING SYSTEM FUNDING VIA A CDBG GRANT

BE IT RESOLVED, that the City Council of the City of Hoboken (the "City") hereby approves the attached Shared Service Agreement between the City and the Housing Authority for the City to fund the Ball Safety Netting System at Mama Johnson Field via City administered CDBG funds, and for the City to oversee the construction and installation of same on behalf of the Housing Authority to ensure compliance with the CDBG grant funding requirements; and

BE IT FURTHER RESOLVED, the City Council hereby authorizes the funding described in the attached agreement via the City's CDBG funding, and directs the Administration to ensure CDBG grant funding compliance relating to same in accordance with the CFR on CDBG funding and the attached agreement; and,

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said agreement, as attached or in similar form without substantive changes, and the City's Administration and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the Agreement.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to all parties in the administration of this action.

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Farina

CITY CLERK

MAMA JOHNSON FIELD SHARED SERVICE AGREEMENT

This Agreement is made on this 7 day of October, 2015, between the HOUSING AUTHORITY OF THE CITY OF HOBOKEN, a public body corporate, with offices located at 400 Harrison Street, Hoboken, New Jersey 07030 (hereinafter referred to as the "Authority") and the CITY OF HOBOKEN a municipal corporation, with offices located at 94 Washington Street, Hoboken, New Jersey 07030 (hereinafter referred to as the "City").

RECITALS

WHEREAS, the Uniform Shared Services and Consolidation Act, *N.J.S.A.* 40A:65-1, *et seq.*, permits, authorizes and encourages public bodies such as municipalities and other autonomous public entities to enter into Agreements with each other to contract for the provision of any service which the parties to such Agreement are empowered to render under and within its own jurisdiction, whether administrative or otherwise; and

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Authority and the City acknowledge that, acting alone, they cannot independently provide the enhanced level of Recreation Services desired to adequately support the children and residents of the City as they can by acting in concert; and

WHEREAS, the parties wish to memorialize their arrangement through the creation of the herein shared service Agreement (the "Agreement") by and among the parties relating to the financial aspects of an additional renovation, as well as continued

maintenance and use of the Field for the benefit of the parties' ongoing relationship, for the purpose of effectuating sufficient and adequate recreational facilities for the residents of the Authority and the City; and

WHEREAS, the City, on behalf of the parties, intends to act as recipient for a grant from the CDBG Program administered by the U.S. Department of Housing and Urban Development ("CDBG Program") in order to provide a portion of the funding required for the current renovation to Mama Johnson Field, and the parties agree to use Mama Johnson Field in manner consistent with the requirements of the CDBG Program with the Authority acting as the Subrecipient; and

WHEREAS, the parties contemplate that no services shall be otherwise provided pursuant to this Agreement, except in accordance with all applicable federal, state, and local laws and regulations governing the provisions of services hereunder.

IN CONSIDERATION OF THE MUTUAL PROMISES STATED IN THE ABOVE RECITALS, WHICH SHALL BE INCORPORATED HEREIN AS CONTRACTUAL OBLIGATIONS OF THE PARTIES, THE PARTIES THEREFORE ACEPT THE WITHIN AS FULL AND ADEQUATE CONSIDERATION FOR THE TERMS AND CONDITIONS OF THE AGREEMENT AS FOLLOWS:

SECTION ONE
DURATION OF AGREEMENT AND RIGHT TO CANCELLATION

The term for this Agreement shall commence on October 14, 2015 and shall extend through July 31, 2026. This Agreement will continue in effect on the terms and conditions provided herein until the expiration of the term or until cancelled by either party in accordance with the within cancellation terms. Cancellation shall be effected by any party providing written notice to the other of its intent to terminate ninety (90) days in advance of such cancellation. Cancellation shall also be subject to the provisions of Sections Seven and Eight of this Agreement. Except upon termination based upon the default of the City, in accordance with Sections Seven and Eight of this Agreement,

cancellation of this Agreement shall not extinguish the obligation of the Authority to maintain and utilize Mama Johnson Field as a recreational facility for the period of time described herein, pursuant to Section Three of this Agreement. Such obligations shall remain in full force and effect absent demonstrated default by the City, in accordance with Section Seven of this Agreement, which results in proper termination of the Agreement in accordance with Section Eight of this Agreement.

SECTION TWO
DEFINITIONS

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used:

1. "Agreement" shall refer to the within Shared Service Agreement executed by the City and the Authority.
2. "Authority" shall refer to the Hoboken Housing Authority.
3. "CDBG" shall refer to the community development block grant program organized and executed by the United State Department of Housing and Urban Development.
4. "City" shall refer to the City of Hoboken.
5. "Recreation Department" shall mean the City of Hoboken Recreation Department.
6. "Director" shall mean the Director of the City of Hoboken Health and Human Services.
7. "Field" shall mean Mama Johnson Field and associated facilities located at Block 35 Lot 6 in Hoboken, New Jersey.

SECTION THREE
FIELD UTILIZATION AND MAINTENANCE

A. The parties agree that the Executive Director of the Authority and the City's Director of Health and Human Services shall meet at least quarterly per year for the purpose of developing a schedule for the use of Mama Johnson Field,

at which time the City shall schedule all events it intends to hold for the succeeding three months. For all dates that the parties agree that Mama Johnson Field shall be reserved for any City of Hoboken or Hoboken Recreation Department sponsored event for which the Authority has been provided three months notice, Mama Johnson Field shall be made available to the City on a first priority basis. For any scheduling request made less than three months before the reservation date, the City and the Authority hereby agree that the Authority has the right to schedule activities for Authority residents and for third parties that help generate revenue to the Authority but the City's rights to schedule shall be superior so long as same are timely made. The Parties further agree that, for any request made less than three months before the reservation date, the reservation of Mama Johnson Field shall be on a first-come first-serve basis with no priority given to the City of Hoboken. The Authority permits the City to enter onto the Field at any time to make necessary repairs and improvements as well as to perform any custodial duties the City deems necessary from time-to-time. The general public shall have access to the Field during non-City and/or non-Authority reserved hours, when City and/or Authority events are not taking place on the Field, and at such other reasonably reserved times to be agreed to in writing by and between the City and the Authority on a quarterly basis during each year of this Agreement. Regulations for the rules of conduct and use of the facility shall be established by mutual written Agreement between the Authority and the City. A copy of the regulations shall be posted by the Authority at the Field, and it shall be the Authority's obligation to maintain, and update as necessary, that posting for the term of this Agreement.

B. The Authority expressly agrees that the City is entering into this Agreement for the exclusive reason to improve the quality of life for its citizens through the improvement of Mama Johnson Field. Accordingly, the Authority agrees and covenants that it shall take no action to alter, change or modify the property known as Mama Johnson Field to a use other than a recreational field for a period not less than ten (10) years. More particularly, the parties

agree:

i. The Field shall be used solely for recreational purposes; and,

ii. Any building or structure placed upon the Field shall be utilized solely for recreation purposes; and,

iii. In the event that the Authority elects to alter, change or amend the use of Mama Johnson Field during the first ten (10) years of this Agreement, and it is no longer able to be used as a recreational facility, the Authority shall repay the City six hundred thousand dollars ($600,000.00) according to terms to be agreed to by the parties. The repayment terms shall include repayment of the interest paid by the City in borrowing funds under this Agreement and the repayment period shall not be longer than ten (10) years.

b. Cancellation of this Agreement shall not be grounds for removal of the use restriction set forth in B Above. The use restriction shall not be removed from the Field's property records until ten (10) () years from the date of execution of this Agreement, except:

i. Upon default and termination of this Agreement in accordance with Sections Seven or Eight; or,

ii. If agreed to by the parties by a written and properly executed amendment to this Agreement.

C. During the term of this Agreement, the City shall not be required to pay for any repairs, management, maintenance, operational costs, or improvement costs to Mama Johnson Field. Any costs associated with the City's use of the Field, except those costs assessed against the City pursuant to Subsection A of Section 6, shall be considered adequately compensated for as a result of the City's financial obligations described in Section Five of this Agreement.

SECTION FOUR

FIELD RENOVATIONS AND UPGRADES

A. The proposed construction schedule and related information is included in the attached construction document entitled **Exhibit A**. The final terms and

obligations therein shall be incorporated by reference into this agreement.

B. The details of the within proposed Field upgrade ("Project") are included in the feasibility study which is attached hereto as ***Exhibit B.*** Any and all contracting which takes place relating to the Field during the term of this Agreement shall be in compliance with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq..

C. The Authority covenants that the Field currently provides for proper drainage to sufficiently protect against any possible damage from flooding.

D. The Authority further agrees to allow the City's Engineer to assist the Project Engineer in overseeing the Project, if necessary per request of the Director. If the City Engineer's opinion is requested by the Director, and the City Engineer provides written notice of its objection to the progress of the Project, work on the Project shall cease until the Parties resolve the issue to the approval of both the Project Engineer and the City Engineer.

SECTION FIVE

PROJECT FUNDING AND CONSIDERATION FOR THIS AGREEMENT

1. SCOPE OF SERVICE

A. Activities

1. General Statement

The City's Director will be responsible for the administration of a project, on behalf of the Subrecipient, entitled "Mama Johnson Field Safety Netting" in Community Development Block Grant (CDBG) funds to provide for the improvement of fencing around Mama Johnson Field. The City's Director will administer the CDBG program in a manner consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program: construction, including professional engineering review, bid drafting, construction oversight, and project installation (including the purchase of all necessary equipment to be installed) for a Ball Safety field netting system at Mama Johnson Field.

2. Program Delivery

CDBG funding shall be appropriated to the subrecipient to install 290 linear feet of ball safety netting to the outfield, only including the playground area and sitting areas behind the field.

3. General Administration

The City will hire an engineer of its choosing ("City Engineer") to design project specifications and manage the project. CDBG funding will be used for architectural/engineering fees, and the CDBG funding appropriated herein shall also be used for the cost of installation.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Authority certifies that installation of the field netting will meet the Benefit of low- and moderate-income persons by low moderate income area activities as stated in 24 CFR 570.208(a)(1). The Authority certifies that the activity(ies) carried out on the Field which is being renovated under this Agreement will meet the National Objectives of 03 Public Facilities and Improvements requirements as stated in 24 CFR 570.201(c).

C. Levels of Accomplishment – Goals and Performance Measures

The Authority provides housing for 1,500 residents throughout the City of Hoboken. The performance measurement used for the success of the project is the unduplicated number of low and moderate income residents with access to improvements within Mama Johnson Field.

D. Performance Monitoring

The City and Authority have agreed to goals and performance standards as stated above for use of the Field underlying this Agreement. Substandard performance as determined by the either the City or Authority will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Authority within 7 days after being notified by the City, contract suspension and/or termination, as well as reimbursement procedures may be initiated by City, in its sole discretion.

2. PROJECT DESCRIPTION

Type of Project: Public Facilities

Project Location: 4th & Jackson Street
Hoboken, NJ 07030

Service Area: CT 0190.00

Matrix Code: 03F Parks, Recreational Facilities

Eligibility Citation: 24 CFR 570.201(c): Public Facilities and Improvements

Total Amount Funded by City for Project: Thirty Two Thousand Seven Hundred Seventy Dollars ($32,770.00). The City shall not, under any circumstances, be or become responsible for any amounts above this Total Amount Funded as part of, or as a result of this Agreement.

3. TIME OF PERFORMANCE

Finance and grant services on behalf of the Authority shall start on October 8, 2015 and end on June 30, 2016. The term of this Agreement and the term of the funding portion of this agreement and the provisions herein shall be extended to cover any additional time period during which the City and/or Authority remains in control of the CDBG funds described herein or other CDBG assets resulting from this Agreement, including program income.

4. BUDGET

Line Item	Total Budget	CDBG Budget
Construction Costs		
Ball Safety Netting (290 linear feet)	$32,770	$32,770
TOTAL	***$32,770***	***$32,770***

5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed $32,770. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments shall be contingent upon certification by a Certified Public Account of the Authority that the Authority's financial management system is in accordance with the standards specified in **2 CFR Part 200.302**.

A. No other charges shall be assessed against the City during the term of this Agreement, or as a consequence of this Agreement, for any reason whatsoever or howsoever occurring.

B. The City is authorized to act as the agent for the parties in awarding the contract(s) for the renovations to Mama Johnson Field described herein, and in administering the project in accordance with this Agreement, the CDBG Program rules and regulations (if any), the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), and all other applicable laws. Both Parties shall have satisfied obtaining all funding obligations by the date of execution of this Agreement

SECTION SIX

INDEMNIFICATION/INSURANCE

A. The City shall be responsible for all claims and suits resulting from or arising out of the negligence or intentional misconduct of employees, agents, or participants of the City of Hoboken and its Recreation Department related to activities associated with the use of the Facility allowed hereunder, and the City agrees to fully indemnify and hold harmless the Authority from any such claims or suits including, but not limited to, any reasonable attorneys fees and costs of suit incurred by the Authority as a result thereof. The Authority shall be solely responsible for all other claims and suits arising out of or relating to Mama Johnson Field, and the Authority agrees to fully indemnify and hold harmless the City from any such claims or suits including, but not limited to, any reasonable attorneys fees and costs of suit incurred by the City as a result thereof.

B. To the extent and subject to limits permitted by applicable laws of the State of New Jersey as in effect from time to time during the term of this Agreement, the Authority shall:

   a. Indemnify and save harmless the City, its elected officials, agents,

employees, officers, and directors (referred to herein jointly as "City") from and against any claims, demands, liabilities, damages, losses, costs, charges, and any and all other expenses, including but not limited to attorneys' fees, that the City may incur or be subject to as a consequence, directly or indirectly, of any acts or omissions of the Authority or any of its agents, employees, or representatives, arising from any and all casualties, property damage, or personal injury.

C. The City shall provide evidence of insurance coverage as set forth immediately herein below. The City shall furnish to the Authority, a Certificate of such insurance coverage containing a thirty (30) day advance cancellation clause; and said coverage shall name the Authority as an additional insured for the City.
    a. Comprehensive General Liability Insurance coverage in the amount of $2,000,000.00 aggregate combined single limit bodily injury and property damage, including personal liability.
    b. Automobile Liability insurance with coverage limits of $1,000,000.00 combined single limit for losses resulting from operation of vehicles and maintenance equipment owned or leased by the City and used in providing services to be rendered under this Agreement and/or operation of vehicles to transport participants utilizing Mama Johnson Field.
    c. Workers compensation insurance coverage in the amount of $500,000.00.
D. The Authority shall provide evidence of insurance coverage as set forth immediately herein below. The Authority shall furnish to the City, a Certificate of such insurance coverage containing a thirty (30) day advance cancellation clause; and said coverage shall name the City as an additional insured.
    a. Comprehensive General Liability Insurance coverage in the amount of $2,000,000.00 aggregate combined single limit bodily injury and property damage, including personal liability.
    b. Automobile Liability insurance with coverage limits of $1,000,000.00 combined single limit for losses resulting from operation of vehicles and maintenance equipment owned or leased by the City and used in providing services to be rendered under this Agreement and/or operation

of vehicles to transport participants utilizing Mama Johnson Field.

c. Workers compensation insurance coverage in the amount of $500,000.00.

SECTION SEVEN

DEFAULT

The following events shall constitute default of this Agreement:

A. Failure of either party to pay any undisputed amount that becomes due under this Agreement, for a period greater than sixty (60) days after the amount becomes due and written demand is made;

B. The assessment by the City that: (i) the Authority has not performed its obligations set forth in this Agreement hereunder in an adequate or satisfactory manner; or (ii) the Authority has not utilized the City's financial contributions, described hereunder, for the purposes described herein, subject to the right to cure as set forth in Section Eight of this Agreement.

C. The appointment of a receiver or other trustee for either of the parties;

D. Failure of either party to perform or fulfill any other covenants or conditions set forth in this Agreement, subject to the right to cure as set forth in Section Eight of this Agreement.

E. The non-appropriation of necessary funding by the City, in accordance with applicable laws, for the payments required hereunder shall furnish grounds for termination of the Agreement pursuant to Section Eight. Termination under this Subparagraph E of this Agreement shall be effectuated by either party's providing thirty (30) days' written notice of its intent to terminate this Agreement. Such termination shall be effective upon the expiration of the aforementioned thirty (30) day period. The City's inability to legally obtain and/or appropriate proper funding shall be deemed a default for which no damages may be awarded to either party or to any beneficiaries, whether intended or unintended, and any litigation resulting from the City's non-appropriation of funding shall not entitle any party or any beneficiary, intended or unintended, to an award of attorney fees or costs.

SECTION EIGHT

TERMINATION

1. In the event of default as defined in Section Seven of this Agreement, except as set forth in Subsection (E) of Section Seven, the non-defaulting party may serve upon the defaulting party a written notice of its intent to terminate this Agreement and demand that the defaulting party cure such default within sixty (60) days from the date of such written notice. If the defaulting party cures the default within sixty (60) days from the date of such notice, then the notice of intent to terminate shall have no force or effect. If, however, the defaulting party has not cured the default by the end of the sixty (60) day period, after the expiration of the sixty (60) day period, the non-defaulting party may serve upon the defaulting party written notice of the former party's intent to terminate this Agreement immediately.

2. Upon termination of this Agreement, the parties shall promptly pay and/or reimburse the other party for any payments made in reliance on the continuation of this Agreement and/or outstanding unpaid sums due and owing under this Agreement.

3. The rights granted pursuant to this Section Eight are in addition to any other rights and remedies for breach of contract available to the non-defaulting party at law or in equity.

SECTION NINE

SUCCESSORS AND ASSIGNS

The terms of this Agreement shall be binding upon all transferees, successors, grantees or assignees of the parties as though named in this Agreement.

SECTION TEN

NOTICE

1. All notices, request, or approvals required or permitted under this Agreement shall be in writing and shall be deposited in the United States mail, postage prepaid, and shall be registered or certified or may be provided via personal service or via Federal Express or other recognized national overnight mail carrier.

2. If intended for the Authority, such correspondence shall be sent to the

Executive Director at 400 Harrison Street, Hoboken, New Jersey 07030. If intended for the City, all such correspondence shall be sent to the Council President, Corporation Counsel and City Clerk, located at 94 Washington Street, Hoboken, New Jersey 07030.

3. A change in address must be noticed in the manner set forth in this Section. Any notice, request or approval required or permitted shall be deemed given and received by the addressee on the third business day after mailing or upon delivery, if personally delivered or sent by overnight carrier.

SECTION ELEVEN
RESOLUTION OF DISPUTES

Should any bona fide dispute arise between the parties with respect to any of the terms and conditions hereunder, such bona fide dispute shall be presented to the New Jersey State Board of Mediation for mediation. The parties agree that every best effort shall be made by both parties to resolve any and all disputes prior to mediation and, if no resolution is reached, the dispute shall be presented to mediation. In the event mediation fails, all disputes arising under this Agreement shall be subject to binding arbitration, which shall be conducted in accordance with the laws of the State of New Jersey.

SECTION TWELVE
WAIVER

A party's waiver of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same or another terms contained in this Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement.

SECTION THIRTEEN
MISCELLANEOUS

A. Invalidity. If any provision of this Agreement is held unenforceable or invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected.

B. Entire Agreement/Modifications. This Agreement supersedes any and all prior or other oral or written Agreements between the parties. This Agreement may be altered, modified or amended only in writing executed by both of the parties hereto. This Agreement contains the entirety of the Agreement between the parties. There are no other oral Agreements or presentations binding the parties hereto.

C. Governing Law. This Contract shall be governed by the laws of the State of New Jersey and in compliance with all directives and policies of the Department of Housing and Urban Development (HUD) and all ordinances, policies and provisions of the City.

SECTION FOURTEEN
EFFECTIVE DATE

This Agreement shall become effective if legally approved by the governing agents of the Authority and the City, in accordance with applicable law. The effective date of this Agreement shall be the date executed by the final signatory on the signature page.

SECTION FIFTEEN
SIGNATURES

The parties agree that this Agreement may be signed and executed in counterpart, and that the failure of the parties to be mutually present during such signing or execution, or that the failure of all parties' signatures to appear on the same original of the Agreement, shall not be construed as taking from the validity and effect of same.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES BEGIN ON THE NEXT PAGE.

CITY OF HOBOKEN

By:_____

Dawn Zimmer, Mayor

Dated:_____

Attest: _____

James Farina, City Clerk

HOUSING AUTHORITY OF THE CITY OF HOBOKEN

By:_____

Dana Wefer, Chairperson

Board of Commissioners

Dated: 10/7/15

By:_____

Emil Kotherithara, Executive Director

Approved as to Form:

_____

Mellissa Longo, Esq.

Hoboken Corporation Counsel

Approved as to Form:

_____

Fitzpatrick & Waterman, Esq.

Hoboken Housing Authority General Counsel

45

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. : ____

A RESOLUTION TO AMEND CITY POLICY FOR DESIGN AND STRIPING OF RESIDENTIAL DRIVEWAY MARKINGS IN ROADWAY PROJECTS

WHEREAS, the City of Hoboken Department of Transportation and Parking establishes roadway design policies based on best practices and federal and state standards; and,

WHEREAS, the Department of Transportation and Parking has roadway design policy of striping rectangular driveway pavement markings within the curb-to-curb right-of-way one foot on either side of residential garage door openings in order to delineate residential driveways; and,

WHEREAS, the purpose of striping rectangular driveway pavement markings is to clearly delineate driveway openings so that drivers parallel parking on-street do not encroach into the driveway opening so as to block vehicles from entering or exiting the driveway; and,

WHEREAS, the Council Transportation Subcommittee has expressed a preference to expand the typical width of rectangular driveway pavement markings beyond one foot on either side of the width of garage door openings; and,

WHEREAS, Chapter 190-41.1(G) of the Hoboken Municipal Code states that pavement markings for driveways shall not exceed the minimum necessary clearance to safely ingress and egress the driveway; and,

WHEREAS, it has been determined through *AutoTurn* modeling analyses conducted by Boswell Engineering that the minimum necessary clearance to safely ingress and egress a nine foot wide driveway is 15feets on streets with: (1) 28 foot curb-to-curb rights-of-way or less; and, (2) parallel parking on both sides of the street.

NOW, THEREFORE, BE IT RESOLVED, that the City of Hoboken amends its roadway design policy for all streets with a curb-to-curb right-of-way of 28 feet or ~~less~~ with curbside parking so that rectangular driveway pavement markings are to be striped ~~15~~ 16 feet on-center of garage door openings.

BE IT FURTHER RESOLVED, that driveways leading to garage openings of less than eight feet shall not receive rectangular driveway pavements markings.

Meeting date: October 7, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jennifer Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
President Bhalla	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

CITY CLERK

Introduced by: Peter H. Cunningham 46
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AMEND THE CONTRACT TO WEINER LESNIAK FOR SPECIAL LEGAL COUNSEL – CY2014 LAND USE COUNSEL TO THE CITY OF HOBOKEN IN AN INCREASED NOT TO EXCEED AMOUNT OF TWENTY THOUSAND DOLLARS ($20,000.00) FOR THE ORIGINAL CONTRACT TERM

WHEREAS, service to the City as Special Counsel – Land Use Counsel is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the City of Hoboken published its annual Request for Qualifications for the Professional Services of Special Legal Counsel-Land Use Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Weiner Lesniak responded to; and,

WHEREAS, the Administration determined that the firm can provide quality representation, and therefore a CY2014 contract was entered into with Weiner Lesniak per award of the City Council, which was thereafter amended to extend the term for the CY2014 matters thereunder, and the Council now wishes to amend that award further to increase funds by $20,000.00, with no change in the expiration date of the contract ($1,837.84 of the current not to exceed amount of $50,000.00 is still remaining as of 9/29/2015); and,

WHEREAS, **Weiner Lesniak** is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $20,000.00 is available in the following appropriation 5-01-20-156-020 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that the contract with Weiner Lesniak to represent the City as Special Legal Counsel- CY2014 Land Use Counsel be amended, with no change in the term, but for an increase in the total not-to-exceed amount by $20,000.00, for a new total not-to-exceed amount of Seventy Thousand Dollars ($70,000.00); and

BE IT FURTHER RESOLVED, the contract shall include the following term: Weiner Lesniak shall be paid maximum hourly rates of $150.00/hour for attorneys, $50.00/hour for paralegals, and $20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

BE IT FURTHER RESOLVED, this contract shall cover new litigation/legal matters, and new litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm's services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in

excess of the not to exceed amount; and

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Weiner Lesniak; and

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT RESOLVED, that this resolution shall take effect immediately upon passage.

Meeting date: October 7, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Melissa L. Longo
Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham				
James Doyle				✓
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti				
Michael Russo	✓			
Ravi Bhalla, Council President				

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 07 2015

James J. Farina
CITY CLERK

CITY OF HOBOKEN
Budget Entry Verification Listing

Batch Id: GDS Batch Date: 10/06/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-20-156-020 SPECIAL COUNSEL O/E	Encumbrance	CFO Cert for meeting october 7, 2015	20,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	20,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	20,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	20,000.00
Total:	1	20,000.00

There are NO errors in this listing.

CITY OF HOBOKEN
Budget Batch Update/Posting Report

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	20,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 20,000.00 Ref Num: 3729