C51

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), (7) AND (8) AND ATTORNEY CLIENT PRIVILEGE RELATING TO THE SETTLEMENT OF THE PENDING MATTER KNOWN AS MAIER V. CITY OF HOBOKEN ET AL., DOCKET NO. HUD-L-3440-12

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), (7) and (8), and for matters falling within attorney client privilege (for legal guidance on matters relating to the settlement of pending litigation); and

WHEREAS, the City wishes to obtain legal counsel on a potential settlement in the matter known as Maier v. City of Hoboken et al., **DOCKET NO. HUD-L-3440-12,** which is a matter involving highly sensitive personal information as well as employment related information about individuals; 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: August 6, 2014

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: AUG 0 6 2014

CITY CLERK

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 X30122

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 **X30122**; 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: August 6, 2014

APPROVED AS TO FORM:

Mellissa Longo

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: AUG 0 6 2014

James J. Farrin

CITY CLERK

CJ 3

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 WC000149878

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 **WC000149878**; 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: August 6, 2014

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: AUG 0 6 2014

CITY CLERK

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 WC000431961/WC000355104/X21090

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 **WC000431961/WC000355104/X21090**; 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: August 6, 2014

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: AUG 0 6 2014

CITY CLERK

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 WC000124878

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 **WC000124878**; 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: August 6, 2014

APPROVED AS TO FORM:

Melissa 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: AUG 0 6 2014

CITY CLERK

SPONSORED:
SECONDED:

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION GRANTING SETTLEMENT AUTHORITY IN THE MATTER OF MAIER V. CITY OF HOBOKEN ET. AL, DOCKET NO. HUD-L-3440-12, IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY GERRY KROVATIN, ESQ. DURING THE CLOSED SESSION

WHEREAS, the City of Hoboken is currently involved in pending litigation known as Maier v. City of Hoboken et al., **DOCKET NO. HUD-L-3440-12**; and,

WHEREAS, Gerry Krovatin, Esq. has recommended a settlement in the amount described to the Council during the closed session of today's date; and,

WHEREAS, after legal guidance, the City Council finds the 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 Gerry Krovatin, Esq. is hereby authorized to settle the matter of Maier v. City of Hoboken et al., **DOCKET NO. HUD-L-3440-12**, in an amount up to the monetary amount suggested during the closed session of today's date;

BE IT FURTHER RESOLVED, the Mayor, or her legally authorized designee, are hereby authorized to execute a settlement agreement on behalf of the City, as described herein.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: August 6, 2014

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

2

SPONSORED: _____
SECONDED: _____

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION GRANTING KEITH KANDEL, ESQ. OF FLORIO KENNY SETTLEMENT AUTHORITY IN THE MATTER OF WORKER'S COMPENSATION LITIGATION (X30122) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY KEITH KANDEL TO MELLISSA LONGO IN A JULY 14, 2014 EMAIL

WHEREAS, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff (**X30122**); and,

WHEREAS, Keith Kandel, Esq. of Florio Kenny 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 July 14, 2014 email from Keith Kandel to Mellissa Longo; and,

WHEREAS, after legal guidance from Mr. Kandel, the City Council finds his 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 Keith Kandel, Esq. of Florio Kenny is hereby authorized to settle the matter of the worker's compensation claim (**X30122**) in an amount up to the monetary amount suggested by Keith Kandel to Mellissa Longo by his July 14, 2014 email.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: August 6, 2014

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

Present ✓

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

SPONSORED: _____
SECONDED: _____

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION GRANTING KEITH KANDEL, ESQ. OF FLORIO KENNY SETTLEMENT AUTHORITY IN THE MATTER OF WORKER'S COMPENSATION LITIGATION (WC000149878) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY KEITH KANDEL TO MELLISSA LONGO IN A JULY 14, 2014 EMAIL

WHEREAS, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff (**WC000149878**); and,

WHEREAS, Keith Kandel, Esq. of Florio Kenny 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 July 14, 2014 email from Keith Kandel to Mellissa Longo; and,

WHEREAS, after legal guidance from Mr. Kandel, the City Council finds his 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 Keith Kandel, Esq. of Florio Kenny is hereby authorized to settle the matter of the worker's compensation claim (**WC000149878**) in an amount up to the monetary amount suggested by Keith Kandel to Mellissa Longo by his July 14, 2014 email.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: August 6, 2014

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

Present ✓

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

4

SPONSORED:
SECONDED:

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION GRANTING KEITH KANDEL, ESQ. OF FLORIO KENNY SETTLEMENT AUTHORITY IN THE MATTER OF WORKER'S COMPENSATION LITIGATION (WC000431961/WC000355104/X21090) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY KEITH KANDEL TO MELLISSA LONGO IN A JULY 14, 2014 EMAIL

WHEREAS, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff (**WC000431961/WC000355104/X21090**); and,

WHEREAS, Keith Kandel, Esq. of Florio Kenny 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 July 14, 2014 email from Keith Kandel to Mellissa Longo; and,

WHEREAS, after legal guidance from Mr. Kandel, the City Council finds his 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 Keith Kandel, Esq. of Florio Kenny is hereby authorized to settle the matter of the worker's compensation claim (**WC000431961/WC000355104/X21090**) in an amount up to the monetary amount suggested by Keith Kandel to Mellissa Longo by his July 14, 2014 email.

Reviewed:
Quentin Wiest
Business Administrator

Approved as to Form:
Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: August 6, 2014

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

Present ✓

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

SPONSORED:
SECONDED:

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION GRANTING CHRIS EMRICH, ESQ. OF CAPEHART AND SCATCHARD SETTLEMENT AUTHORITY IN THE MATTER OF WORKER'S COMPENSATION LITIGATION (WC000124878) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY SUSAN POLIFRONE TO MELLISSA LONGO IN A MAY 22, 2014 EMAIL

WHEREAS, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff (**WC000124878**); and,

WHEREAS, Chris Emrich, Esq. Of Capehart And Scatchard 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 May 22, 2014 email from Susan Polifrone to Mellissa Longo; and,

WHEREAS, after legal guidance from Chris Emrich, Esq. Of Capehart And Scatchard, the City Council finds his 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 Chris Emrich, Esq. Of Capehart And Scatchard is hereby authorized to settle the matter of the worker's compensation claim (**WC000124878**) in an amount up to the monetary amount suggested by Susan Polifrone to Mellissa Longo by her May 22, 2014 email.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: August 6, 2014

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

Present

✓

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

6

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN AND GLENN SMITH, OWNER OF BLOCK 219 LOT 25 (a/k/a 802 Hudson Street), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY

WHEREAS, the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and

WHEREAS, the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

WHEREAS, the City of Hoboken desires to grant to Glenn Smith, owner of Block 219 Lot 25, more commonly known as 802 Hudson Street, Hoboken, such a license.

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

1) Approval of the attached "License Agreement" between the City of Hoboken and Glenn Smith, owner of Block 219 Lot 25, more commonly known as 802 Hudson Street, shall be subject and limited to the details and specifications included in the attached Application and Exhibits including current survey, and Jensen C. Vasil architectural drawings with proposed site plan;
2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
3) This resolution shall become effective immediately up adoption.

Meeting Date: August 6, 2014

Approved:

Quentin Wiest, Business Administrator

Approved as to Form:

Melissa Longo, Esq., Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Councilman Bhalla	✓			
Councilwoman Castellano	✓			
Councilman Cunningham	✓			
Councilman Doyle	✓			
Councilwoman Mason				✓
Councilman Mello	✓			
Councilman Occhipinti	✓			
Councilman Russo	✓			
President Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

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LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ **day** of _____, **2014**, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSOR"**) and **GLENN SMITH**, owner of 802 Hudson Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSEE"**).

WITNESSETH

WHEREAS, the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Hudson Street R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of making alterations to the basement ingress/egress stairs and creating a tiered courtyard patio fronting onto Hudson Street; and

WHEREAS, the area of encroachment will be comparable to other such encroachments along Hudson Street, and shall not impede pedestrian egress along the block; and

WHEREAS, in consideration of the license, the LICENSEE shall continue to maintain said area in good repair and order, clear of any waste receptacles or other personal property and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

WHEREAS, the LICENSOR desires to grant to the LICENSEE a license for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein, the LICENSOR and LICENSEE, hereby agree as follows:

1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 219 Lot 25, to alter the basement ingress/egress stairs and create a tiered courtyard patio in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.

2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.

4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept if full force and effect for the term of the license, and

a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.

6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.

10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.

11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

IN WITNESS WHEREOF, the undersigned parties have executed this license agreement on the day and year first above written.

LICENSOR: the CITY OF HOBOKEN (on behalf of the General Public)

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2014.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: GLENN SMITH, owner in fee of Block 219 Lot 25, more commonly known as 802 Hudson Street, Hoboken, NJ.

Signed: _____

Printed: _____,

Glenn Smith
Owner of 802 Hudson Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2014.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND EXHIBITS

APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Work Site Address:
802 Hudson Street

Block: 219

Lot(s): 25

Applicant:
Jensen C. Vasil Architect

Address:
205 12th Street
Hoboken, NJ 07030

Phone: 2018501055

e-mail: jensen@jcvarch.com

Owner (if other than Applicant):
Mr. and Mrs. Glenn Smith

Address:
802 Hudson Street
Hoboken, NJ 07030

Phone:

e-mail:

Date Received:

Please describe, in as much detail as possible, the encroachment you are proposing to make to the public right-of-way. Description must Include the materials to be used, and the exact dimensions of the proposed area of encroachment in width (linear feet of block frontage); depth (projection from the front of the building); and total square feet of encumbrance. If additional space is needed, attach a separate sheet.

Excavation and reconfiguration of areaway and stairs to the basement. Are of work is 19.67' wide x 17.875' deep with the 19.67' fronting Hudson Street. The total area is 351.19 square feet. The existing stairs to the basement run in an east-west direction and have a total of 9 steps. the existing steps and areaway are concrete. The proposed design would have 3 tiered patio's inside the existing fence line before the new stairs. The tiered areaway would be paved with bluestone pavers. The new stairs would run in a North - South direction exposing more of the brownstone wall and allowing for larger windows at the basement level. The proposed stairs would be concrete risers with bluestone treads.

What is the reason(s) for the proposed alteration?

To create an open plaza area with a less cavernous stair to the basement

Have prior approvals been obtained for work at this location including, but not limited to, Planning or Zoning Board approvals, or permits issued by the Zoning Office or Construction Department? Are there previously issued license or easement agreements for this property? If yes, please attach copies to this application.

Yes, zoning and construction were completed on an interior renovation in 2012/2013.

Documents provided with application; check all that apply:

- [x] Survey
- [x] Architectural drawings
- [x] Metes and bounds detail for the area of encroachment
- [ ] Prior approvals
- [ ] Other: _____

Applicant's signature Date

7

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN AND US MASTERS RESIDENTIAL PROPERTY (USA) FUND, AS THE OWNER OF BLOCK 192 LOT 32 (a/k/a 520 Bloomfield Street), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY

WHEREAS, the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and

WHEREAS, the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

WHEREAS, the City of Hoboken desires to grant to US Masters Residential Property (USA) Fund, owner of Block 192 Lot 32, more commonly known as 520 Bloomfield Street, Hoboken, such a license, by and through its authorized agent, Brian Disler.

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

1) Approval of the attached "License Agreement" between the City of Hoboken and US Masters Residential Property (USA) Fund, owner of Block 192 Lot 32, more commonly known as 520 Bloomfield Street, shall be subject and limited to the details and specifications included in the attached Application and Exhibits including Thomas J. Mesuk architectural drawings dated 02/26/2014;
2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
3) This resolution shall become effective immediately up adoption.

Meeting Date: August 6, 2014

Approved:

Quentin Wiest

Quentin Wiest, Business Administrator

Approved as to Form:

Mellissa Longo

Mellissa Longo, Esq., Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Councilman Bhalla	/			
Councilwoman Castellano	/			
Councilman Cunningham	/			
Councilman Doyle	/			
Councilwoman Mason				/
Councilman Mello	/			
Councilman Occhipinti	/			
Councilman Russo	/			
President Giattino	/			

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

AUG 0 6 2014

James J. Farrin

CITY CLERK

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LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ **day** of _____, **2014**, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSOR"**) and **US MASTERS RESIDENTIAL PROPERTY (USA) FUND**, owner of 520 Bloomfield Street, Hoboken, NJ 07030 (hereinafter referred to as the **"LICENSEE"**), whose authorized agent shall be Brian Disler.

WITNESSETH

WHEREAS, the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Bloomfield Street R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of improving ingress and egress to the basement, constructing a planting bed and restoring the principal stoop, courtyard and sidewalk paving in front of the building fronting onto Bloomfield Street; and

WHEREAS, the area of encroachment will be comparable to other such encroachments along Bloomfield Street, and shall not impede pedestrian egress along the block; and

WHEREAS, in consideration of the license, the LICENSEE shall continue to maintain said area in good repair and order, clear of any waste receptacles or other personal property and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

WHEREAS, the LICENSOR desires to grant to the LICENSEE a license for the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants contained herein, the LICENSOR and LICENSEE, hereby agree as follows:

1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 192 Lot 32, to make ingress/egress improvements for accessing the basement, construct a planting bed and restore the principal stoop, courtyard and sidewalk paving in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.

2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.

4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.

5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as

additional insured. The policy shall be kept if full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.

6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.

9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.

10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.

11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

IN WITNESS WHEREOF, the undersigned parties have executed this license agreement on the day and year first above written.

LICENSOR: the CITY OF HOBOKEN (on behalf of the General Public)

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2014.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: US MASTERS RESIDENTIAL PROPERTY (USA) FUND, owner in fee of Block 192 Lot 32, more commonly known as 520 Bloomfield Street, Hoboken, NJ.

Signed: _____

Printed: _____,

Authorized Agent of US Masters Residential Property (USA) Fund,
as owner of, 520 Bloomfield Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2014.

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND EXHIBITS

APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Date Received:

Work Site Address:
520 Bloomfield Street, Hoboken

Block: 192
Lot(s): 32

Applicant:
US Masters Residential Property (USA) Fund

Address:
PO Box 2032
Jersey City, NJ 07303

Phone: 201-942-6215

e-mail: brian.disler@dixon.com.au

Owner (if other than Applicant):

Address:

Phone:

e-mail:

Please describe, in as much detail as possible, the encroachment you are proposing to make to the public right-of-way. Description must include the materials to be used, and the exact dimensions of the proposed area of encroachment in width (linear feet of block frontage); depth (projection from the front of the building); and total square feet of encumbrance. If additional space is needed, attach a separate sheet.

We are looking to replace the existing concrete from the face of the building to the curb with 12"x24" pavers.

We are also looking to install a planter along the front wall where there is a step down because of the lower level entry and windows. The planter would serve as a means to protect someone from falling to the lower level which is about 2' below the sidewalk level. The planter will assist in introducing some green space to the front yard.

The encroachment dimensions are a width of 20'-0" across the face of the building and depth of 18'-11" from the building to the curb . The encroachment is a total of 378.3 square feet of which 59.4 is taken up by existing stairs to the first floor. These existing stairs are going to be resurfaced as the existing stairs were cracked and broken.

What is the reason(s) for the proposed alteration?

We are looking to replace the existing concrete that is broken and cracked and are using pavers for an enhanced look and to complement the enhancements that are being made to the building at 520 Bloomfield Street.

Have prior approvals been obtained for work at this location including, but not limited to, Planning or Zoning Board approvals, or permits issued by the Zoning Office or Construction Department? Are there previously issued license or easement agreements for this property? If yes, please attach copies to this application.

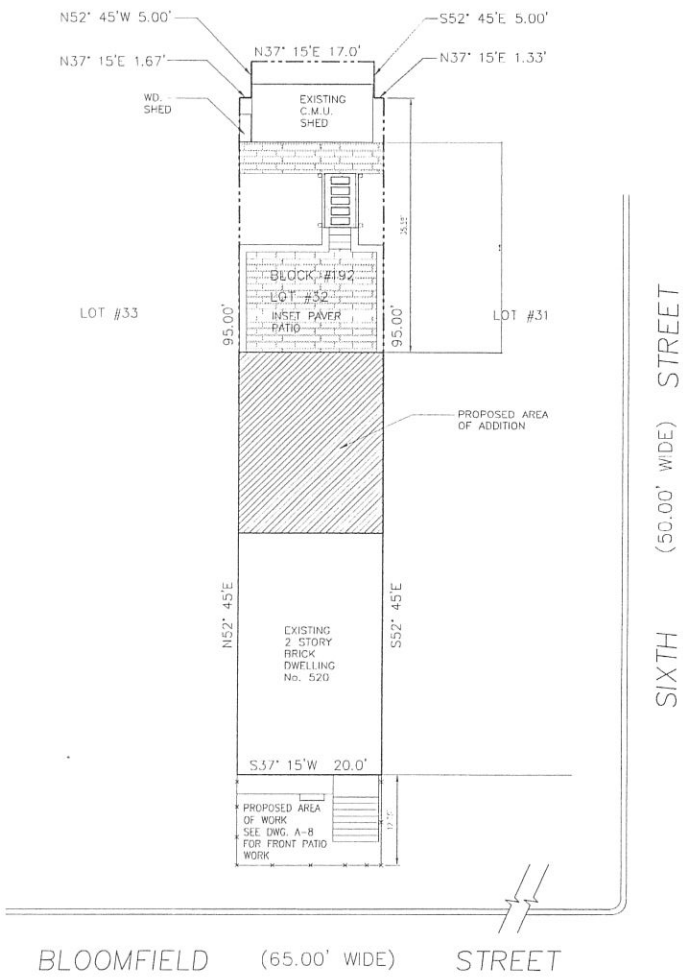
Construction permits and zoning approval have been issued for work at this site for a rear addition and rear yard work along with a major interior renovation.

Documents provided with application; check all that apply:

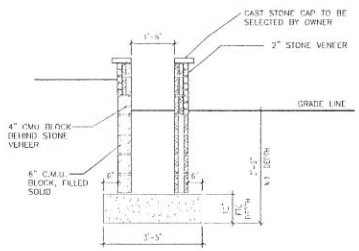
- ☐ Survey
- ☒ Architectural drawings
- ☐ Metes and bounds detail for the area of encroachment
- ☐ Prior approvals
- ☐ Other:

Applicant's signature

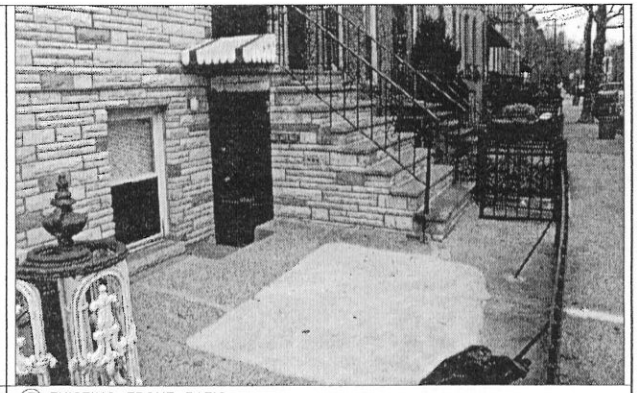
7-22-14
Date



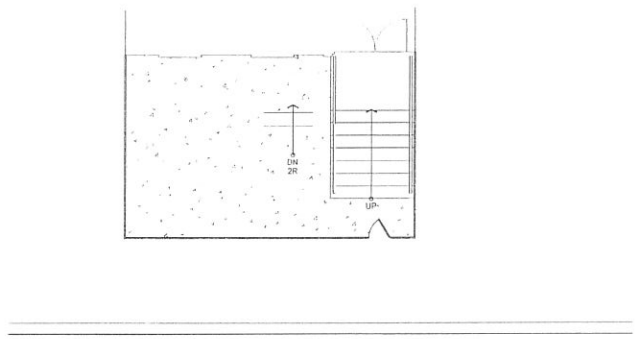
① SITE SURVEY SCALE: 1/8" = 1'-0"



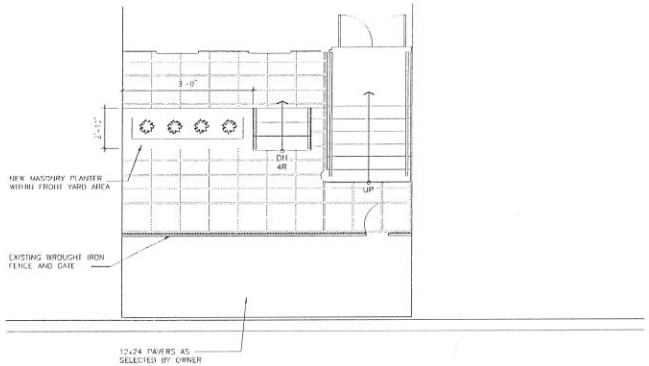
② PROPOSED PLANTER SECTION SCALE: 1/2" = 1'-0"



③ EXISTING FRONT PATIO



④ EXISTING FRONT PATIO PLAN SCALE: 1/4" = 1'-0"



⑤ PROPOSED FRONT PATIO PLAN SCALE: 1/4" = 1'-0"

No.	REVISION/DESCRIPTION	DATE	BY
1	ISSUED FOR BID / PERMIT	10.22.13	mb/dc/jm
1	REVISED PER BLDG DEPT COMMENTS	11.01.13	mb/dc/jm
2	ISSUED FOR CONSTRUCTION	11.12.13	mb/dc/jm
2	REVISED LAYOUT PER OWNER	2.26.14	mb/dc/jm

Thomas J. Mesak Architect, L.L.C.
197 Valley Boulevard
Wood-Ridge, New Jersey 07075
Telephone (201) 438-0555
Facsimile (201) 438-1560

LICENSE:
NCARB
REG No. 51321
NEW JERSEY
Lic. No. 14447
MASSACHUSETTS
Lic No. 31360
NORTH CAROLINA
Lic. No. 9506
NEW YORK
Lic. No. 031256-1

PROJECT:
RENOVATION FOR:
DIXON ADVISORY
520 BLOOMFIELD AVENUE
HOBOKEN, NJ 07030

DRAWING: SPECIFICATIONS

DRAWN: mb-dc-kp-tjm

DATE: 01-16-2013

SCALE: AS NOTED

JOB NO: 13.003

SHEET: A-1

1 OF 1 SHEETS

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2014 Municipal Budget

DEPARTMENT OF AGRICULTURE – SUMMER FOOD PROGRAM 2014

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

WHEREAS, 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 $51,703.94 from the State of New Jersey Department of Agriculture and wishes to amend its CY 2014 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED that 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 the year CY 2014 in the sum of.....$51,703.94

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:
State and Federal Revenues Off-set with
Appropriations:
Department of Agriculture
Summer Food Program

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....$51,703.94 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:
Department of Agriculture
Summer Food Program

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk will forward a certified copy of this resolution electronically to the Director of Local Government Services for approval.

Meeting date: August 6, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

RECEIVED
JUL 15 2014
OFFICE OF THE MAYOR
HOBOKEN, NJ

State of New Jersey

DEPARTMENT OF AGRICULTURE
33 West State Street, 4th Floor
PO Box 334
TRENTON NJ 08625-0334

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DOUGLAS H. FISHER
Secretary

July 10, 2014

Mayor Dawn Zimmer
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Dear Mayor Zimmer:

Agreement #09-0089

Your 2014 Summer Food Service Program application has been approved. The current amount of 2014 funding approved for your organization is $51,703.94. I have enclosed a copy of your approved Sponsor Management Plan, Schedule C, signed Agreement, Site Information Sheet(s) if applicable and the computerized Schedule A.

All official correspondence will be sent to the authorized sponsor representative at the sponsor address identified above.

A second copy of all correspondence will be sent to the Program Director identified at the program address specified in the Sponsor Management Plan if different than authorized sponsor representative.

All Summer Food Service Program reimbursements will be issued to the agency name and address identified above. The check stubs will have "SFSP" coded on them to identify the reimbursement as a Summer Food Service Program payments.

If you do not wish to have Summer Food Service Program reimbursement payments issued to the agency name and/or address identified above, please contact your program specialist immediately to discuss proper procedures for modification.

Under the State of New Jersey Comprehensive Financial System (NJCFS) Summer Food Service Program reimbursement payments can only be issued to agencies who have a valid vendor identification number on file with the State Department of Treasury. The State Department of Treasury agency name and address on file for the vendor identification number you provided (I.D. #22600199300) is identical to your approved sponsor name and address for the Summer Food Service Program identified above.

A supply of pre-slugged reimbursement vouchers will be sent to you under separate cover by the end of June. In order to validly claim reimbursement in 2014, you must use the name, address and agreement number typed above when you prepare your Summer Food Service Program reimbursement voucher. If the name or address of your agency changes during the 2014 season, you must notify the Summer Food Service Program office in writing within ten days of the change on agency letterhead. You will then receive a revised Schedule A which must be attached to your 2014 Agreement.

Be sure to mail all correspondence to:

Summer Food Service Program
State of New Jersey
Department of Agriculture
Bureau of Child Nutrition Programs
P.O. Box 334
Trenton, New Jersey 08625-0334

**If documents are being hand delivered, the specific street address and floor must be used instead: 33 West State Street, 4th Floor.*

Bid documents submitted to the state agency for review are approved as to form and content. Please be advised that a state agency representative may be present at your bid opening scheduled for May 14th, 2014 at 11:00am. The approval of this bid package is granted with the understanding that any additions, deletions or changes made without approval of the state agency can invalidate your bid opening proceedings.

Instructions regarding enrollment documentation, submission of reimbursement vouchers and procurement documentation will be sent to you under separate cover if applicable.

Please contact your county child nutrition specialist regarding program operation issues at (609) 292-4498. Payment questions can be directed to my attention at that same number. We look forward to working with you during the summer months.

Sincerely,

Cherrie M. Walker

Cherrie M. Walker, Coordinator
Summer Food Service Program
Division of Food and Nutrition

Cc: Leo Pellegrini

CMW/nc/F-12
Enclosure

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2014 Municipal Budget

ENERGY ALLOCATION INITIATIVE – CY 2014

WHEREAS, N.J.S.A. 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

WHEREAS, 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 $107,920.00 from the Office of the Attorney General and wishes to amend its CY 2014 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by 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 the year CY 2014 in the sum of.....$107,920.00
This is now available as revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
Energy Allocation Initiative O/E

NOW, THEREFORE, BE IT RESOLVED that the like sum of: $107,920.00
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:
Energy Allocation Initiative O/E
Other Expenses

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk will forward a certified copy of this resolution electronically to the Director of Local Government Services for approval.

Meeting date: August 6, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
POST OFFICE BOX 7068
WEST TRENTON, NJ 08628-0068
(609) 882-2000

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JOHN J. HOFFMAN
Acting Attorney General

COLONEL JOSEPH R. FUENTES
Superintendent

July 10, 2014

RECEIVED
JUL 15 2014
OFFICE OF THE BUSINESS ADMINISTRATOR
HOBOKEN, N.J.

Stephen Marks
Assistant Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

RE: Hazard Mitigation Grant Program – Energy Allocation Initiative

Dear Mr. Marks:

I write to update you on the Hazard Mitigation Grant Program's Energy Allocation Initiative.

In February 2014, I wrote to advise that the State was undertaking a comprehensive quality assurance / quality control process to ensure that Energy Allocation funding levels are accurate prior to the submission of any project to the Federal Emergency Management Agency (FEMA) for approval. The letter also noted that you would be contacted in the event that an adjustment in Energy Allocation funding level is required.

A multi-month, inter-agency process – which involved the careful review of over 19,000 data fields used to calculate Energy Allocations as well as manual review of Letters of Intent (LOIs) submitted by every jurisdiction in the State – has now been completed. Through this quality assurance / quality control process, data irregularities were identified in original scoring documents used to determine Energy Allocation funding levels. The bulk of these data errors were determined to be caused by inconsistencies in the entry and presentation of LOIs in the State's grant management system (MB3). While projects included in some LOIs were electronically "bundled" together (causing multiple projects to be scored as a single project), other LOIs were not electronically "bundled" (allowing for multiple projects to be individually scored) leading to inconsistent review of all projects scored. Because of this and other errors documented in the "Overview and Process Summary" document, available at http://www.state.nj.us/njoem/index.html, each project was re-scored, mistakes were corrected, and enhanced protocols were developed to ensure data fidelity and accuracy.

It was determined through this quality assurance / quality control process that even though City of Hoboken was initially informed it would receive an Energy Allocation of $142,080, that funding level is not correct and $250,000 should be instead allocated to City of Hoboken.

The State continues to intend to satisfy the Energy Allocation Initiative's local share obligation. Therefore, the Energy Allocation funding level specified represents the full value of the allocated funds available to support energy resilience projects. Any costs incurred in excess of the Energy Allocation will be the responsibility of City of Hoboken. As a reminder, all projects must meet FEMA regulations and are subject to a benefit-cost analysis, permitting, and other restrictions.

A list of permissible uses for Energy Allocation funds is also available at http://www.state.nj.us/njoem/index.html. The permissible use list includes feasibility studies for distributed energy resources, off-grid inverters, and other technology that is historically more resilient than traditional generators, may be cleaner, and can lead to energy cost savings for your jurisdiction or facility. The State remains committed to deploying resilient energy solutions at critical facilities.

In addition to the Energy Allocation Initiative, your jurisdiction or entity may be eligible for funding through the "New Jersey Energy Resiliency Bank," depending on the type of project pursued. Recently, the U.S. Department of Housing and Urban Development announced its approval of New Jersey's Disaster Recovery Action Plan, which allocated $200 million to the Bank. The Bank is intended to support resilient energy technologies, such as fuel cells and combined heat and power, at eligible critical facilities statewide. Funding will be determined through a separate, open application process, consistent with the criteria specified in the Disaster Recovery Action Plan. The State will continue to make technical resources available to assist in selecting the right energy technology for your critical facilities. Please contact DER@njcleanenergy.com with any questions you might have.

On behalf of the cross-agency working group that participated in this effort, I apologize for any inconvenience this error caused you. We stand ready to assist in the development and implementation of your energy resilience project. Please do not hesitate to contact me by phone, (609) 963-6900, extension 6208, or by email, njmitigation@gw.njsp.org, with any further questions.

Sincerely,

SFC Michael Gallagher

SFC Michael Gallagher
State Hazard Mitigation Officer

cc: New Jersey Board of Public Utilities
New Jersey Department of Environmental Protection
New Jersey Office of Homeland Security and Preparedness

Amended 250,000 00
2013 - 142,080.00

2014 107 920.00

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2014 Municipal Budget

COMMUNITY DEVELOPMENT BLOCK GRANT – CY 2014

WHEREAS, N.J.S.A. 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

WHEREAS, 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 $410,000.00 from Hudson County, Division of Housing & Community Development to amend its CY 2014 Budget to include this amount as revenue and Miscellaneous Program Income $70,349.00.

NOW, THEREFORE, BE IT RESOLVED by 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 the year CY 2014 in the sum of..... $410,000.00
This is now available as revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
Community Development Block Grant 2014 O/E

NOW, THEREFORE, BE IT RESOLVED that the like sum of: $410,000.00
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:
Community Development Block Grant 2014 O/E

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk will forward a certified copy of this resolution electronically to the Director of Local Government Services for approval.

Meeting date: August 6, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

COUNTY OF HUDSON
DEPARTMENT OF PARKS AND COMMUNITY SERVICES
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
257 CORNELISON AVENUE, ROOM 2001
JERSEY CITY, NEW JERSEY 07302

THOMAS A. DEGISE
County Executive

MICHELLE E. RICHARDSON
Director

RANDI A. MOORE
Division Chief

Phone: (201) 369-4520
Fax: (201) 369-4523
or (201) 369-4528

July 3, 2014

Mayor Dawn Zimmer
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Dear Mayor Zimmer:

The Hudson County Division of Housing and Community Development is pleased to announce that the U.S. Department of Housing and Urban Development (HUD) has approved the Hudson County Consolidated Plan for Fiscal Year 2014 (July 1, 2014 through June 30, 2015). The Consolidated Plan provides the framework for establishing the County's housing and community development objectives. Included in the Consolidated Plan are the Community Development Block Grant (CDBG) activities that will be undertaken to revitalize neighborhoods, to expand economic opportunities for low and moderate income persons, and to provide community facilities and services that address the needs of our low income population. Allocations of funds were based on the applications submitted by participating municipalities and non profit organizations. Consideration was given to applications that realistically indicated the amount of funding necessary to bring a project to fruition on a timely basis.

The following is the approved project(s) for the Fiscal Year 2014:

Hoboken – Multi-Service Center Improvements - $275,000.00
Hoboken – United Cerebral Palsy - $2,000.00
Hoboken – Jubilee Center - $20,000.00
Hoboken – City Recreation Program - $5,000.00
Hoboken – Child Care Services - $88,000.00
Hoboken – Family Planning - $20,000.00

Attached please find two (2) copies of the Subrecipient Agreement(s) for signature. Upon completion, please send the original documents to the Division for execution by the County Executive. In the event that the amount awarded was less than requested in separate budget line items, you will be required to provide a revised budget.

The Division looks forward to working with you in the coming Fiscal Year and is available for assistance as may be required. In the event that you have any questions or require additional information, please do not hesitate to contact me at (201) 369-4520.

Sincerely,

H. Hanks

Heather Hanks
Management Assistant
Hudson County Division of Housing and Community Development

xc. Randi Moore, Division Chief
Christopher Brown, P.P., AICP, LEED-GA via Email

2014 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS & CITY MATCH

SUBRECIPIENT			CDBG FUNDS	PROGRAM INCOME	ALL FUNDS
Child Care Service		88,000.00			
	Day Care 100		28,000.00		28,000.00
	Hopes Head Start		30,000.00	17,531.00	47,531.00
	Mile Square View		30,000.00	49,818.00	79,818.00
	Family Planning		20,000.00	3,000.00	23,000.00
	United Cerebral Palsy		2,000.00		2,000.00
	City Recreation Program		5,000.00		5,000.00
	Jubilee Center		20,000.00		20,000.00
	Multi Svc Center Improvements		275,000.00		275,000.00
			410,000.00	70,349.00	480,349.00

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION APPOINTING QUENTIN WIEST AS FUND COMMISSIONER AND STEPHEN MARKS AS ALTERNATE FUND COMMISSIONER FOR THE GARDEN STATE MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the City of Hoboken is a member of the Garden State Municipal Joint Insurance Fund; and

WHEREAS, it is required for the City of Hoboken to have representation on the Board of Commissioners for the 2014 Fund Year, for which appointment/reappointment is necessary.

NOW, THEREFORE, BE IT RESOLVED, on this 6th Day of August, effective immediately upon adoption by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, the following individuals are heretofore appointed to said positions:

1. Quentin Wiest is hereby appointed as Fund Commissioner representing the City of Hoboken on the Garden State Municipal Joint Insurance Fund Board of Commissioners for the 2014 Fund Year; and

2. Stephen Marks is hereby appointed as Alternate Fund Commissioner representing the City of Hoboken on the Garden State Municipal Joint Insurance Fund Board of Commissioners for the 2014 Fund Year.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: August 6, 2014

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

Introduced by: 12
Seconded by:

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION APPOINTING THE FOLLOWING LIST OF INDIVIDUALS AS MEMBERS TO THE CITY OF HOBOKEN RENT LEVELING AND STABILIZATION BOARD

WHEREAS, pursuant to the Code of the City of Hoboken, §155-18, the City of Hoboken has established a **RENT LEVELING AND STABILIZATION BOARD**; and,

WHEREAS, seven regular members and two alternate members of the Board are appointed by the Mayor for the term of the Mayor, with the advice and consent of counsel; and,

WHEREAS, due to the new term of the Mayor, commencing 1/1/2014, there are two regular and two alternate vacancies on the Board which the Mayor wishes to appoint members to; and,

WHEREAS, the City has followed the process contemplated by the "Citizens Service Act," in that applications for the position were publicly sought and reviewed, and the following list of appointees timely submitted their applications to the Clerk of the City of Hoboken;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hoboken hereby consents to the Mayor's appointments of the following individuals to serve as described below on the City of Hoboken **RENT LEVELING AND STABILIZATION BOARD,** for the terms described below:

Appointee Name and Address	Current Member	Title	Commencement	Expiration	Term
Eileen Lynch	vacant	Regular Member	Immediately upon oath	Dec. 31, 2017	Term of Mayor
Jason Mauer	vacant	Regular Member	Immediately upon oath	Dec. 31, 2017	Term of Mayor
Dennis Stefanitsis	vacant	1st Alternate	Immediately upon oath	Dec. 31, 2017	Term of Mayor
Eric Osborn-Focht	vacant	2nd Alternate	Immediately upon oath	Dec. 31, 2017	Term of Mayor

This resolution shall take effect **immediately** upon passage.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Melissa Longo, Esq.
Corporation Counsel

Meeting Date: August 6, 2014

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

13

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION IN SUPPORT OF THE HOBOKEN HOUSING AUTHORITY'S APPLICATION TO THE NJ HMFA FUND FOR RESTORATION OF MULTI FAMILY HOUSING PUBLIC HOUSING AUTHORITY SET-ASIDE PROGRAM FRM-PHA

WHEREAS the Hoboken Housing Authority "HHA" Board has requested a letter of need from the City of Hoboken to bolster the HHA's application for $10 million in FRM-PHA grand funds;

WHEREAS the letter of need which signifies local support, counts for ten points towards HHA's application and would significantly raise the HHA's likelihood of being awarded the highest amount allowed;

WHEREAS the HHA's already deteriorating infrastructure was dealt a significant blow by Superstorm Sandy;

WHEREAS through the FRA-PHA application, the HHA is applying for $10 million in funds to replace and refurbish HHA's boilers, roofs, windows, sidewalks, elevators, hot water, plumbing, security gate for parking lots, grounds, flood barriers, exterior and other critical infrastructure;

WHEREAS the funds can only be used for infrastructure rehabilitation;

WHEREAS the City also expresses its support for the HHA to apply for funding for Combined Heat and Power Systems Boiler Replacement Alternatives, a/k/a, "Cogeneration";

WHEREAS the City supports Cogeneration because it is:

- far more efficient than purchasing standalone boilers for each facility; and
- provides redundant and back-up emergency heat and power; and
- reduces month to month electricity and heating bills; and
- can support the eventual development of distributed energy infrastructure; and
- works to support recent generator purchase; and
- energy infrastructure can be "reused" if HHA facilities are redeveloped or rehabilitated.

WHEREAS there is the opportunity for additional funding from the Board of Public Utilities to cover additional costs for cogeneration systems above the cost for boilers.

NOW THEREFORE BE IT RESOLVED, the City Council hereby authorizes the Mayor to provide HHA with the above described letter of need, for the current application of HHA only, in the form and substance approved by Corporation Counsel, and to take any and all other action necessary to effectuate this resolution; and,

BE IT FURTHER RESOLVED, this resolution shall take effect immediately upon

passage.

Meeting date: August 6, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

OFFICE OF THE MAYOR

DAWN ZIMMER MAYOR

CITY HALL
HOBOKEN, NEW JERSEY

RECEIVED
2014 AUG -1 PM 12:21
HOBOKEN HOUSING AUTHORITY

August 1st, 2014

Dear Executive Director Garcia and HHA Chairwoman Wefer,

My Administration received Ms. Wefer's letter requesting a letter of support for HHA's $10 million grant application to NJHMFA for infrastructure rehabilitation projects including boilers, windows, roofs, etc. In addition, to the letter we received the working draft of the grant application for review.

We understand the severe damage that the Housing Authority experienced as a result of Hurricane Sandy and other flood events, and fully support the grant application for the needed infrastructure upgrades.

The attached resolution will be included on the City Council's agenda this Wednesday, August 6th. In addition to fully supporting the draft grant application, the resolution also includes an expression of support for the HHA to apply for a cogeneration system as an alternative to new boilers. Given the tremendous grant opportunities and benefits of cogeneration including providing back up heat and power during emergencies, reducing the HHA annual energy costs, among other benefits, we are asking the Council to express its support for this as well. We understand that the HHA will ultimately determine the optimum system to meet the needs for HHA residents, but wanted to express our support in advance for both the boiler system and a co-generation system.

I will advocate directly for the Council's support of the resolution. If possible, please provide the final grant application document or let us know if we can provide the working draft grant application to the City Council. Please be advised that the City will need a copy of the HHA's final grant application and the approved HHA resolution before my Administration can provide the final letter of support.

Please let me know if you have any questions.

Best regards,

Mayor Zimmer

CC: Hoboken Housing Authority Commissioners
Hoboken City Council Members
Community Development Director Brandy Forbes
Business Administrator Quentin Wiest

14

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH LITE DEPALMA GREENBERG FOR THE SERVICES OF VICTOR AFANADOR ESQ. AS SPECIAL LEGAL COUNSEL-LABOR AND EMPLOYMENT TO THE CITY OF HOBOKEN TO COMMENCE July 15, 2014 AND EXPIRE JULY 14, 2015 FOR A TOTAL NOT TO EXCEED AMOUNT OF $45,000.00

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 provided for a Special Counsel – Labor RFP in accordance with the Fair and Open Process, which Lite DePalma Greenberg responded to, and the City now seeks to contract with the firm for Labor and Employment Counsel services; and,

WHEREAS, Victor Afanador, Esq. , and the firm of Lite DePalma Greenberg are hereby required 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 $45,000.00 is available in the following appropriations 4-01-20-156-020 **in the CY2014 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 budget.**

Signed: _____ **George DeStefano, CFO**

NOW THEREFORE, BE IT RESOLVED, that a contract with **Lite DePalma Greenberg** for the services of **Victor Afanador**, Esq. to represent the City as Special Legal Counsel-Labor and Employment be awarded, for a term to commence July 15, 2014 and expire July 14, 2015, for a total not to exceed amount of **Forty Five Thousand** Dollars ($45,000.00); and

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt 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 the vendor ; 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 FURTHER RESOLVED that this resolution shall take effect immediately.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: August 6, 2014

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

James J. Farrin

CITY CLERK

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 4-01-20-156-020

Desc: SPECIAL COUNSEL D/E

Acct Type: Line Item Control

Chk Acct: IOPERATING

Cap Flag: ☑

Fund Type: Budget

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date				Current Period	
Encumber:	544,426.40	Budgeted:	1,300,000.00	Expended:	.00
Expended:	307,082.30	Balance:	454,415.01	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	5,923.71	Requested Balance:	454,415.01		
Cancel:	.00				

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE A CONTRACT WITH BROWN AND BROWN FOR SERVICES AS THE CITY'S PROPERTY AND CASUALTY INSURANCE BROKER FOR A ONE YEAR PERIOD TO COMMENCE JULY 1, 2014 AND EXPIRE JUNE 30, 2015 FOR A FLAT FEE (NOT TO EXCEED AMOUNT) OF $65,000.00

WHEREAS, the City seeks to award a one year service contract to a property and casualty insurance broker in accordance with Article IV of Hoboken Code Chapter 20A; and,

WHEREAS, the Administration requested proposals pursuant to competitive contracting rules for said services, received multiple responses, and has determined that **BROWN AND BROWN** can provide the City with the most effective and efficient professional property and casualty Insurance Brokerage services; and,

WHEREAS, the City wishes to provide a not to exceed amount, which shall be considered the flat fee for said services, with no other compensation allowed or authorized pursuant to Hoboken Code § 20A-29, in an amount of Sixty Five Thousand Dollars ($65,000.00); and,

WHEREAS, BROWN AND BROWN is hereby required 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 $32,500.00 is available in the following appropriation 4-01-30-402-010 in the CY2014 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said CY2014 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed; and I further certify that I will review the availability of funds for the remaining $32,500.00 upon adoption of the CY2015 temporary appropriations and, if necessary the final CY2015 budget, and will prepare a certificate of available funds for the remaining balances and file same with the original resolution, or advise the Business Administrator in writing if the City Council fails to appropriate the necessary funds on or before adoption of the final CY2014 budget; and I further certify that $32,500.00 of this contract shall be subject to the City's ability to appropriate sufficient funds in the CY2015 budget.

Signed: _____, **George DeStefano, CFO**

NOW THEREFORE, BE IT RESOLVED, that a contract with **BROWN AND BROWN** to provide the City with property and casualty Insurance Brokerage Services for a one year period, be executed, for a term to commence July 1, 2014 and expire June 30, 2015, with a not to exceed amount of **Sixty Five Thousand Dollars ($65,000.00)**; and

BE IT FURTHER RESOLVED, the not to exceed amount shall constitute the flat fee for said services for a one year period, and no additional fees or invoices shall be allowable under this agreement through the City or any insurance provider unless prior written approval is provided by the City in accordance with all legal guidelines; 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-1 et seq. of the Code of the City of Hoboken), including without limitation Article IV, and any and all state Pay to Play laws, is a continuing obligation of the vendor; 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 FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: August 6, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 4-01-30-400-010 ... Desc: [illegible]

Acct Type: Sub Chk Acct: IOPERATING Cap Flag: ☑

Fund Type: Budget Class Id: Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date:				Current Period	
Encumber:	212,973.78	Budgeted:	2,050,000.00	Expended:	686,927.18
Expended:	1,470,171.81	Balance:	449,183.13	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	82,328.72	Requested Balance:	449,183.13		
Cancel:	.00				

Control Balance: 413,593.33 Control Requested Balance: 413,593.33

16

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE A CONTRACT WITH FAIRVIEW INSURANCE AGENCY ASSOCIATES INC. FOR SERVICES AS THE CITY'S HEALTH INSURANCE BROKER FOR A ONE YEAR PERIOD TO COMMENCE JULY 1, 2014 AND EXPIRE JUNE 30, 2015 FOR A FLAT FEE (NOT TO EXCEED AMOUNT) OF $201,800.00, WHICH INCLUDES A CITY WELLNESS PLAN FOR THE TERM OF THE CONTRACT

WHEREAS, the City seeks to award a one year service contract to a health insurance broker in accordance with Article IV of Hoboken Code Chapter 20A; and,

WHEREAS, the Administration requested proposals pursuant to competitive contracting rules for said services, received multiple responses, and has determined that **FAIRVIEW INSURANCE AGENCY ASSOCIATES INC.** which can provide the City with the most effective and efficient professional Health Insurance Brokerage services; and,

WHEREAS, the City wishes to provide a not to exceed amount, which shall be considered the flat fee for said services, with no other compensation allowed or authorized pursuant to Hoboken Code § 20A-29, in an amount of Two Hundred One Thousand Eight Hundred Dollars ($201,800.00), which includes a wellness plan for the term of the contract, at Eighty One Thousand Eight Hundred Dollars ($81,800.00), and the brokerage services for the term of the contract at One Hundred Twenty Thousand Dollars ($120,000.00); and,

WHEREAS, FAIRVIEW INSURANCE AGENCY ASSOCIATES INC. is hereby required 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 $100,500.00 is available in the following appropriation 4-01-30-400-029 **in the CY2014 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said CY2014 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed; and I further certify that I will review the availability of funds for the remaining $100,500.00 upon adoption of the CY2015 temporary appropriations and, if necessary the final CY2015 budget, and will prepare a certificate of available funds for the remaining balances and file same with the original resolution, or advise the Business Administrator in writing if the City Council fails to appropriate the necessary funds on or before adoption of the final CY2014 budget; and I further certify that $101,300.00 of this contract shall be subject to the City's ability to appropriate sufficient funds in the CY2015 budget.**

Signed: _____, **George DeStefano, CFO**

NOW THEREFORE, BE IT RESOLVED, that a service contract with **FAIRVIEW INSURANCE AGENCY ASSOCIATES INC.** to provide the City with Health Insurance Brokerage Services for a one year period, be executed, for a term to commence July 1, 2014 and expire June 30, 2015, with a not to exceed amount of Two Hundred One Thousand Eight Hundred Dollars ($201,800.00), which includes a wellness plan for the term of the contract, at Eighty One Thousand Eight Hundred Dollars ($81,800.00), and the brokerage services for the term of the contract at One Hundred Twenty Thousand Dollars ($120,000.00); and

BE IT FURTHER RESOLVED, the not to exceed amount shall constitute the flat fee for said services for a one year period, and no additional fees or invoices shall be allowable under this agreement through the City or any insurance provider unless prior written approval is provided by the City in accordance with all legal guidelines; 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-1 et seq. of the Code of the City of Hoboken), including without limitation Article IV, and any and all state Pay to Play laws, is a continuing obligation of the vendor; 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 FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: August 6, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

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

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

AUG 0 6 2014

CITY CLERK

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 1-01-30-900-029

Desc: GROUP HEALTH BENEFITS

Acct Type: Control

Chk Acct: IOPERATING

Cap Flag: ☑

Fund Type: Budget

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date				Current Period	
Encumber:	105,560.80	Budgeted:	17,881,000.00	Expended:	3,114,061.44
Expended:	12,165,531.01	Balance:	7,520,695.17	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	1,769,374.51	Reimburse:	168,814.15
Reimburse:	1,910,786.98	Requested Balance:	5,751,320.66		
Cancel:	.00				

Control Account - No. of Sub-Accounts: 12

17

INTRODUCED BY: Ron S. [illegible]
SECONDED BY: Peter H. Cunningham

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A SERVICE CONTRACT TO PRIME POINT FOR PAYROLL MANAGEMENT SERVICES FOR A TWO YEAR TERM TO COMMENCE UPON COMMENCEMENT OF SERVICE

WHEREAS, the City of Hoboken published RFP's for payroll management services in accordance with the competitive contracting laws; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration has now determined that Prime Point can provide the City with the most effective and efficient payroll management services, in accordance with their proposal; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to Prime Point for Payroll Management services, in accordance with their proposal and the City's RFP, at a cost of One Hundred Three Thousand Eight Hundred Thirty Eight Dollars ($103,838.00) for the first year of service and Eighty Five Thousand Ninety Three Dollars ($85,093.00) for the second year of service, for a total not to exceed of One Hundred Eighty Eight Thousand Nine Hundred Thirty One Dollars ($188,931.00), with a two year term, with one option to extend for an additional three years at the same rate as year two, with a non-appropriation clause in favor of the City, to commence immediately, or as soon thereafter as the parties can commence the services under the agreement, with a proposed payment structure as follows:

One -time fees-conversion/training	$ 8,575.00
Payroll Yearly Processing Fees	$ 40,118.00
Annualized Fees (HR&T&A)	$ 41,700.00
Y/E fees	$ 3,275.00
Equipment costs (6 timeclocks)	$ 10,170.00
(PP) HP 1000E (100 max $1695 each)	
First year cost	$ 103,838.00
Second year cost	$ 85,093.00
Total 2 year cost to implement	$ 188,931.00

WHEREAS, certification of funds for this are 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 account: 401-20-130-020 in the CY2014 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 budget; and I further certify that I will review the availability of funds for the remaining $83,838.00 of year one's costs upon adoption of the CY2015 temporary appropriations, and $85,093.00 of the second year costs upon adoption of CY2015 budget and, to the extent necessary the CY2016 temporary appropriations; and, I further certify that I will prepare a certificate of available funds for the remaining balances on an annual basis and file same with the original resolution, or advise the Business Administrator in writing if the City Council fails

to appropriate the necessary funds in the CY2015 temporary appropriations and/or the CY2015 budget and/or the CY2016 temporary appropriations, and any future budget as extensions of the agreement deem necessary and just.

Signed: George DeStefano, **George DeStefano, CFO**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded to Prime Point for Payroll Management services, in accordance with their proposal and the City's RFP, at a cost of One Hundred Three Thousand Eight Hundred Thirty Eight Dollars ($103,838.00) for the first year of service and Eighty Five Thousand Ninety Three Dollars ($85,093.00) for the second year of service, for a total not to exceed of One Hundred Eighty Eight Thousand Nine Hundred Thirty One Dollars ($188,931.00), with a two year term, with one option to extend for an additional three years at the same rate as year two, with a non-appropriation clause in favor of the City, to commence immediately, or as soon thereafter as the parties can commence the services under the agreement, with a proposed payment structure as described above, and with the additional contract terms as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Prime Point's proposal and the City's RFP shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council, and the contract and any amendment thereto shall be subject to a non-appropriation clause in favor of the City.
4. 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.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Prime Point LLC
2 Springside Road
Westampton, NJ 08060

Meeting date: August 6, 2014

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo
Melissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

James J. Farina
CITY CLERK

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 4-01-20-130-020

Desc: REV & FIN SUPERVISOR OE

Acct Type: Control

Chk Acct: IOPERATING

Cap Flag: ☑

Fund Type: Budget

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date:				Current Period:	
Encumber:	50,729.01	Budgeted:	178,500.00	Expended:	9,306.62
Expended:	77,046.30	Balance:	58,696.95	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	19.80	Reimburse:	.00
Reimburse:	7,972.26	Requested Balance:	58,677.15		
Cancel:	.00				

Control Account - No. of Sub-Accounts: 10

18

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO BANISCH ASSOCIATES INC FOR GREEN ACRES DIVERSION MANAGER SERVICES FOR A ONE YEAR TERM TO COMMENCE AUGUST 7, 2014 AND EXPIRE AUGUST 6, 2015

WHEREAS, the City of Hoboken published RFP's for green acres diversion manager; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration has now determined that Banisch Associates Inc. can provide the City with the most effective and efficient Green Acres Diversion Manager services, in accordance with their proposal dated July 10, 2014; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to Banisch Associates Inc. for the Green Acres Diversion Manager services, in accordance with their proposal dated July 10, 2014, at a cost of Forty Five Thousand Fifty Dollars ($45,050.00) for a one year term to commence August 7, 2014; and,

WHEREAS, certification of funds for this are available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $45,050.00 is available in the following appropriation account: 4-01-21-181-036 **in the CY2014 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 budget; and I further certify that the funds being appropriated are intended for the purposes herein appropriated.**

Signed: _____, **George DeStefano, CFO**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for Green Acres Diversion Manager Services, in an amount not to exceed Forty Five Thousand Fifty Dollars ($45,050.00) as described in the vendor's July 10, 2014 proposal and the City's corresponding RFP, with a one (1) year term to commence on August 7, 2014, and with the additional contract terms as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Banisch Associates Inc. proposal and the City's RFP shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council, and the contract and any amendment thereto shall be subject to a non-appropriation clause in favor of the City.
4. 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.

5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Banisch Associate Inc.
111 Main Street
Flemington, New Jersey 08822

Meeting date: August 6, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo, Esq.
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 4-01-21-181-036 ... Desc: Professional Services - Redevelopment

Acct Type: Sub Chk Acct: IOPERATING Cap Flag: ☑

Fund Type: Budget Class Id: Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date				Current Period	
Encumber:	192,077.41	Budgeted:	530,000.00	Expended:	.00
Expended:	9,874.59	Balance:	328,048.00	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	328,048.00		
Cancel:	.00				

Control Balance: 325,798.00 Control Requested Balance: 325,798.00

19

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION CONFIRMING THE CITY OF HOBOKEN'S SUPPORT OF THE HOBOKEN VOLUNTEER AMBULANCE CORPS BY VIRTUE OF THE SECOND HALF OF THE YEAR EXPENSES, SIX (6) MONTH, PLUS THE COSTS OF THE ANNUAL INSURANCE PREMIUMS OF HVAC, FOR A TOTAL CONTRIBUTION OF TWO HUNDRED TWENTY ONE THOUSAND TWO HUNDRED ELEVEN DOLLARS AND THREE CENTS ($221,211.03)

WHEREAS, the City Council desires to continue to support the Hoboken Volunteer Ambulance Corps (the "HVAC") for the second half of CY2014, as well as by covering its annual insurance premium payment; and

WHEREAS, the City has the financial ability to make payment for the second six (6) months of CY2014 plus the annual insurance premiums for the organization, and, therefore, consents to providing Two Hundred Twenty One Thousand Two Hundred Eleven Dollars and Three Cents ($221,211.03) to the HVAC; 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** 4-01-25-260-020 **in the CY2014 budget, and $201,211.03 is available in the following appropriation** 4-01-30-400-010 **in the CY2014 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 CY2014; 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 Two Hundred Twenty One Thousand Two Hundred Eleven Dollars and Three Cents ($221,211.03), as a contribution for the organization's CY2014 Q3 and Q4 operating expenses and the organization's annual insurance premiums, will be disbursed to the Hoboken Volunteer Ambulance Corps at this time.

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

Reviewed:

Quentin Wiest
Business Administrator

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: AUG 0 6 2014

CITY CLERK

Meeting Date: August 6, 2014

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

Hoboken Volunteer Ambulance Corps

P.O. BOX M-1368
707 CLINTON STREET
HOBOKEN, NEW JERSEY 07030
201-420-2135

Member; Third District-NEW JERSEY STATE FIRST AID COUNCIL, INC.

July 7, 2014

Mr., Quentin Wiest
Business Administrator
City Hall
94 Washington Street
Hoboken, NJ 07030

Dear Mr. Wiest,

The Hoboken Volunteer Ambulance Corps respectfully requests that we be approved to receive the second half of our 2014 budget at the first City Council meeting of August 2014. This would amount to $20,000.00.

If you have any questions or require any further information, please do not hesitate to contact me either via Email at tmolta@hobokenems.com or by phone at either the Corps 201-420-2135 or on my cell 201-704-7320.

Respectfully,

Thomas F. Molta
President

RECEIVED
JUL - 8 2014
OFFICE OF THE CITY CLERK & ADMINISTRATOR

Hoboken Volunteer Ambulance Corps

Member; Third District-NEW JERSEY STATE FIRST AID COUNCIL, INC.

P.O. BOX M-1368
707 CLINTON STREET
HOBOKEN, NEW JERSEY 07030
201-420-2135

July 7, 2014

Mr. Quinton Weist
Business Administrator
City Hall
94 Washington Street
Hoboken, NJ 07030

Dear Mr. Weist:

Please find enclosed the original invoice we have received from our insurance agent, Gallagher Bollinger of Short hills, NJ. The total amount is $201,211.03. We have retained a copy for our records.

If you have any questions or require any further information, please do not hesitate to contact me either via Email at tmolta@hobokenems.com or by phone at the Corps 201-420-2135 or at my cell 201-704-7320.

Respectfully,

Thomas F. Molta
President

RECEIVED
JUL - 8 2014
OFFICE OF THE BUSINESS ADMINISTRATOR
HOBOKEN, N.J.

Gallagher Bollinger
101 JFK Parkway
Short Hills, NJ 07078-5000
Phone : 973-467-8005 Fax : 973-921-2876

INVOICE # 538637

ACCOUNT NO.	OP.	DATE
HOBOK-1	S4	07/01/14

Commercial Package

POLICY #
Miscellaneous

COMPANY
Arch Insurance Company

EFFECTIVE	EXPIRATION	BALANCE DUE ON
07/24/14	07/24/15	07/24/14

AMOUNT PAID	AMOUNT DUE
	$201,211.03

Hoboken Volunteer Ambulance
Corps, Inc.
707 Clinton Street
Hoboken, NJ 07030

Itm #	Eff Date	Trn	Type	Policy #	Description	Amount
INVOICE #	538637					
FXYZN1	07/24/13	MEM	PCKG	MEPK06922709	Pkg inc Ppty Auto Liab& Crim	$87,116.05
FXYZN2	07/24/13	MEM	PCKG	MEIM06963109	Floater inc	$43,687.68
FXYZN3	07/24/13	MEM	PCKG	MEUM07011308	Umbrell	$9,900.30
FXYZN4	07/24/13	MEM	PCKG	11VLF8142101	Accident	$3,039.00
FXYZN5	07/24/13	MEM	PCKG	156052-A	Life	$2,706.00
FXYZN6	07/24/13	MEM	PCKG	MEPK06922708	Long Term Disability	$2,232.00
FXYZN7	07/24/13	MEM	PCKG	M36827413	Workers Comp	$49,906.00
FXYZN8	07/24/13	MEM	PCKG	MECP08363700	Cyber Liab	$2,625.00
					Invoice Balance:	$201,211.03

Budget Account Maintenance

Add | Edit | Close | Delete | << | >> | Detail

Account: 4-01-25-260-020

Desc: [illegible]

Acct Type: Line Item Control

Chk Acct: IOPERATING

Cap Flag: ☑

Fund Type: Budget

Class Id:

Class Id 2:

Activity | Misc | G/L Accounts | Adopted Budget Detail

Activity To Date:				Current Period:	
Encumber:	20,000.00	Budgeted:	40,000.00	Expended:	.00
Expended:	20,000.00	Balance:	.00	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	.00		
Cancel:	.00				

20

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE 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 119 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Recreation Services 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 out of available Hudson County Community Development Block Grant funds to operate said program within the City of Hoboken; **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 Club of Hudson County (Hoboken Unit), and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 6, 2014

Department of Community Development

Brandy A Forbes, Director

Approved as to form:

Melissa Longo, Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 6 2014

James J. Farrin

CITY CLERK

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor

BRANDY FORBES
Director

MEMORANDUM

DATE: July 31, 2014

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
Quentin Wiest, Business Administrator
Mellissa Longo, Corporation Counsel

FROM: Brandy Forbes, Community Development Director BF

RE: Resolutions Authorizing CDBG Funding Agreements

At the August 6, 2014 City Council meeting there will be resolutions for the award of funding for the Community Development Block Grant sub-recipients. All organizations will be receiving the same CDBG funds as last year.

In addition to the CDBG funds, the City has a trust account that is from prior CDBG program refunds. The amount in this account is finite and does not get replenished. The fund now has a balance of $131,594.06. This trust has limitations for use and is designed to be used for CDBG approved projects. In prior years the City would contribute over $100,000 from this account toward match for Child Care Services and for Family Planning. Continuing at this level of annual match funding the account would be have already depleted. However, due to last year's increase in the CDBG amount paid toward each Child Care Service provider allowed us to reduce the annual City Match amount paid from this trust and extend the City Match for multiple additional years, without reducing the total amount provided for these services. We have made these organizations aware and will continue to notify them that this match funding will end in the near future, so that they can make adjustments accordingly.

This year the total CDBG program funding and City Match will be maintained at the same total amount for all recipients (i.e., Child Care Services, Family Planning, United Cerebral Palsy, the Jubilee Center, and the Boys and Girls Club). These are the funding amounts approved by Hudson County in the attached award letter.

If you have any questions regarding this funding, please contact Business Administrator Quentin Wiest and we will work together to answer your questions.

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2233 fax (201) 420-2096

COUNTY OF HUDSON
DEPARTMENT OF PARKS AND COMMUNITY SERVICES
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
257 CORNELISON AVENUE, ROOM 2001
JERSEY CITY, NEW JERSEY 07302

THOMAS A. DEGISE
County Executive

MICHELLE E. RICHARDSON
Director

RANDI A. MOORE
Division Chief

Phone: (201) 369-4520
Fax: (201) 369-4523
or (201) 369-4528

July 3, 2014

Mayor Dawn Zimmer
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Dear Mayor Zimmer:

The Hudson County Division of Housing and Community Development is pleased to announce that the U.S. Department of Housing and Urban Development (HUD) has approved the Hudson County Consolidated Plan for Fiscal Year 2014 (July 1, 2014 through June 30, 2015). The Consolidated Plan provides the framework for establishing the County's housing and community development objectives. Included in the Consolidated Plan are the Community Development Block Grant (CDBG) activities that will be undertaken to revitalize neighborhoods, to expand economic opportunities for low and moderate income persons, and to provide community facilities and services that address the needs of our low income population. Allocations of funds were based on the applications submitted by participating municipalities and non profit organizations. Consideration was given to applications that realistically indicated the amount of funding necessary to bring a project to fruition on a timely basis.

The following is the approved project(s) for the Fiscal Year 2014:

Hoboken – Multi-Service Center Improvements - $275,000.00
Hoboken – United Cerebral Palsy - $2,000.00
Hoboken – Jubilee Center - $20,000.00
Hoboken – City Recreation Program - $5,000.00
Hoboken – Child Care Services - $88,000.00
Hoboken – Family Planning - $20,000.00

Attached please find two (2) copies of the Subrecipient Agreement(s) for signature. Upon completion, please send the original documents to the Division for execution by the County Executive. In the event that the amount awarded was less than requested in separate budget line items, you will be required to provide a revised budget.

The Division looks forward to working with you in the coming Fiscal Year and is available for assistance as may be required. In the event that you have any questions or require additional information, please do not hesitate to contact me at (201) 369-4520.

Sincerely,

Heather Hanks
Management Assistant
Hudson County Division of Housing and Community Development

xc. Randi Moore, Division Chief
Christopher Brown, P.P., AICP, LEED-GA via Email

HUDSON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT
PUBLIC SERVICE

PROGRAM YEAR: 2014

CITY RECREATION PROGRAM
5-05D2-14

CITY OF HOBOKEN

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
COUNTY OF HUDSON
257 CORNELISON AVENUE
JERSEY CITY, NEW JERSEY 07302

THIS AGREEMENT entered into this _____day of_____2014 by and between the COUNTY OF HUDSON, NEW JERSEY, (hereinafter referred to as the "County") and City of Hoboken hereinafter referred to as the "Subrecipient").

WHEREAS, the County 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 Board of Chosen Freeholders of the County of Hudson approved the Hudson County Community Development Block Grant ("CDBG") Program, which was submitted to the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in undertaking and carrying out projects under the Hudson County CDBG Program in compliance with all applicable local, and federal laws, regulations and policies; and

WHEREAS, the Hudson County CDBG Program included a project description and program funds for the Subrecipient's project;

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

ARTICLE 1 -- PROJECT

SECTION 1: SCOPE OF SERVICES

1.1 ACTIVITIES

A. **General Statement**: The Subrecipient will be responsible for the administration of a project entitled "City Recreation Program" and will be awarded $5,000.00 in Community Development Block Grant ("CDBG") Funds to provide recreational and counseling services to low and moderate income youth. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Such program(s) will include the following activities eligible under the CDBG Program:

B. **Program Delivery**

City Recreation Program: Funding for the Hoboken Boys and Girls Club to provide recreational, counseling services and youth achievement opportunities for 75 low-moderate income youth with the goal of discouraging delinquent behavior.

C. **Administration**: The entire CDBG project budget will fund personnel expenses for a food preparer.

D. **Income Benefit Goals:** It is anticipated that approximately 75 unduplicated low-to moderate income clients will be served over the course of this 12-month Agreement.

E. **Program Income:**

a. The receipt of all program income, as defined in 24 CFR 570.500(a), if there is any, shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.
b. All program income earned by the Subrecipient shall be remitted to the County on a quarterly basis within 30 days of the end of the program year quarter (i.e. by the end of December, March, June, and September). These funds may be returned to the remitting Subrecipient via subsequent reprogramming. However, the County retains the right to allocate all program income as the County deems appropriate.
c. Proceeds from the sale or other distribution of personal property shall be governed in accordance with 24 CFR 85.32

1.2 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 Objective of 05D Youth Services requirements as state in 24 CFR 570.201(e).

1.3 GOALS AND PERFORMANCE MEASURES

The Subrecipient agrees to provide the following levels of program services and indicators:

The proposed objective of the 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 75 low and moderate income children will have access for participate in the programs. The performance measurement used for the success of the project is the number of youth utilizing the programs offered at the Boys and Girls Club of Hoboken.

1.4 PERFORMANCE MONITORING

The County will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days (or longer, at the discretion of the County, after discussions with the Subrecipeint) after being notified by the County, suspension or termination procedures will be initiated.

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: $5,000.00

SECTION 3: TERMS OF AGREEMENT

3.1 Time of Performance

Services of the Subrecipient shall start July 1, 2014 and end on June 30, 2015. 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 or other Community Development assets, including program income.

3.2 Compensation

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed $5,000.00.

The project budget shall be set forth in Attachment A.

3.3 Program Reporting

The Subrecipient will direct all communications concerning this Subrecipient Agreement to the Division Chief, Division of Housing and Community Development, County of Hudson, 257 Cornelison Avenue, Jersey City, New Jersey 07302, and will file the following documents with the County Community Development Program:

3.4 Progress Reports

The Subrecipient shall submit project status reports and financial status reports on a regular basis according to a schedule determined by the County and in a format acceptable to the County.

3.5 Amendments

The County and/or the Subrecipient may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's

compensation, which are mutually agreed upon by and between the County and the Subrecipient shall be incorporated in written amendments to this Subrecipient Agreement.

3.6 Terminations

This Subrecipient Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Article 3.

3.7 Program Cancellation

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

3.8 Citizen Participation

The Subrecipient agrees to comply with the requirements of the Citizen Participation Plan as adopted by the County of Hudson.

3.9 Monitoring

A. The County shall provide written notice of monitoring site visits to permit the Subrecipient to prepare such information and materials as may be desired on such visits.

B. All documents, reports and other applicable information that result from such site visits shall be made available to the Subrecipient within five days after receipt from HUD.

C. In addition, the County agrees to provide the Subrecipient with copies of documents submitted to HUD within five days after receipt from HUD.

ARTICLE 2 – FINANCE

SECTION 1: BUDGET

The Subrecipient in performing the services under this Agreement and will abide by the terms of the budget as set forth in Attachment A.

SECTION 2: METHOD OF PAYMENT

2.1 General Statement

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

2.2 Payments

The County agrees to pay the Subrecipient the amount set forth in Article 1, Section 2, upon submission of a bonafide County Voucher together with the necessary information to document the bill submitted for payment. Payments may be made as appropriate, upon submission of a proper voucher and supporting documentation. The County will provide the Subrecipient with the procedures applicable to progress payments. ***See Attachment B for required supporting documentation for proper voucher submission.***

2.3 Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

A. Upon written request by the Subrecipient, the County shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;

B. The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the County or its designee,; and

Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the County. Upon completion of all requirements, the County will provide a closeout certification letter

SECTION 3: FINANCIAL RECORDS

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 570.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allow-ability of all costs, among other requirements. The Subrecipient will designated a representative to be responsible for the administration of the project and receive all communications from the County.

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ARTICLE 3 – GENERAL PROGRAM CONDITIONS, REGULATIONS, AND REQUIREMENTS

SECTION 1: COMPLIANCE WITH FEDERAL REGULATIONS

1.1 General Conditions

The Subrecipient agrees to comply with all of the requirements concerning the Community Development Block Grant (CDBG) Program and all federal requirements governing the grant of money under such regulations, except that:

A. The Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.64; and

B. The County retains responsibility for initiating the review process under the provisions of 24 CFR Part 52

The Subrecipient shall comply with all applicable Federal laws, regulations and requirements and all provisions of this Agreement, which include compliance with the provisions of the Housing and Community Development Act and all rules, regulations, guidelines, and circulars, promulgated by the various Federal departments, agencies, administrations and commissions relations to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;

- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.);
- Flood Disaster Protection Act of 1973.
- Colorado House Bill 06-1023 and 06-1043

1.2 Compliance with Uniform Administrative Requirements and Cost Principals

A. Governmental Entities: Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87 "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- Section 85.3, "Definitions "
- Section 85.6, "Exceptions"
- Section 85.12, "special grant or subgrant conditions for high-risk grantees"
- Section 85.20, "Standards for financial management systems", except paragraph (a)
- Section 85.21, "Payment", except as modified by Section 570.513
- Section 85.22, "Allowable costs"
- Section 85.26, "non-federal audits"
- Section 85.26, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income
- Section 85.33, "Supplies"
- Section 85.34, "Copyrights"
- Section 85.35, "Subawards to debarred and suspended parities"
- Section 85.36, "Procurement", except paragraph (a)
- Section 85.37, "Subgrants"
- Section 85.40, "Monitoring and reporting program performance" except paragraphs (b)-(d) and (f)
- Section 85.41, "Financial Reporting", except paragraphs (a), (b) and (e)
- Section 85.42, "Retention and access requirements for records"
- Section 85.43, "Enforcement"
- Section 85.44, "Termination for convenience"
- Section 85.51, "Later disallowances and adjustments" and
- Section 85.52, "Collection of amounts due"

B. Non-Governmental Entities: Subrecipients, which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions" as applicable, and the following Attachments to OMB Circular No. A-110:

- Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.
- Attachment B, "Bonding and Insurance",

- Attachment C, "Retention and Custodial Requirements for Records", except in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts for the date of submission of the annual performance and evaluation report as prescribed in Section 570.507, in which the specific activity is reported on for the first time;
- Attachment F, "Standards for Financial Management Systems"
- Attachment H, "Monitoring and Reporting Program Performance", paragraph 2
- Attachment N, "Property Management Standards", except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient, and
- Attachment O, "Procurement Standards"

1.3 <u>Compliance Regarding Audits and Inspections</u>

A. At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement. The Subrecipient will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

B. In addition, in accordance with 24 CFR 570.502 (b) and the Single Audit Act of 1984, (Pub. L.98-502), non-profit organizations/Subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive at least $500,000 per year in Federal awards shall have an audit made in accordance with Circular a-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

b. Non-profit institutions receiving less than $500,000 per year in Federal awards are exempt from Federal audit requirements, but records must be available for review for appropriate officials of the Federal grantor agency or subgranting agency.

1.4 <u>Suspension or Termination</u>

A. If the Subrecipient materially fails to comply with any term or provisions of this Agreement, whether stated in a federal statue or regulation, an assurance or in an application or if the Subrecipient breaches any term or provision of this Agreement, the County may take one or more of the following actions.

1. Temporarily withhold cash payments pending correction of the deficiency of the Subrecipient.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or in part suspend or terminate the Agreement for the Subrecipient's program;

4. Withhold further grant awards under the CDBG program; or

5. Take such other remedies as may be legally available to the County.

B. With respect to such action by the County, the Subrecipient shall be afforded an opportunity for such hearing or appeal to which the Subrecipient is entitled by applicable statue or regulation.

C. Costs incurred by Subrecipient during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were nor suspended or terminated.

D. Except as provided in 1 above, this Agreement may be terminated in whole or in part in the following manner.

1. by the County with the consent of the Subrecipient. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

2. by the Subrecipient upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

3. by the County upon written notification to the Subrecipient, setting forth the reasons and basis for the termination, the effective date and in the case of a partial termination, the portion to be terminated.

E. It is further expressly understood and agreed that should the funding for Title 1 of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

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

SECTION 2 – ADMINISTRATIVE REQUIREMENTS

2.1 Financial Management

A. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 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.

B. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

2.2 Documentation and Record Keeping

A. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- Other records necessary to document compliance with Subpart 24 CFR 570.506

B. Retention

Records, supporting documents statistical records, and all other records pertinent to this Subrecipient Agreement shall be retained by the Subrecipient for a period of three years form the date of its last Semi-Annual report on the project except as follows:

1. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall retained for at least three years after final resolution of such matters with the Federal government and the County.

2. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

3. Records for any displaced person shall be retained for three years after that person has received final payment.

4. The Subrecipient agrees to provided the County with a property inventory.

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

C. 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, demographic information and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

D. 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 Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, 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 thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement 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 OMB Circular A-133.

2.3 <u>Use and Reversion of Assets</u>

A. Upon the expiration of the Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable

which are attributable to the use of CDBG funds. In addition, Subrecipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

B. Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

1. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subrecipient Agreement or such longer period as determined appropriate by the County; or

2. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in 1 above. Such value attributable non-CDBG funds acquisition.

2.4 Insurance

This Subrecipient Agreement shall not take effect and the Subrecipient shall not commence work under this Subrecipient Agreement until all insurance required hereunder and certifies of proof have been furnished to the County. All said insurance of the Subrecipient shall contain a clause indemnifying and saving harmless the County, its agents servants, and employees from any and all liability of whatever nature arising out of the Subrecipient, the service performed by the Subrecipient and the work performed under this Subrecipient Agreement. The County its agencies, departments and employees shall be named as a additional insured under said policy of insurance. The required insurance is set forth as follows:

A. Liability Insurance – Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance – With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft – For personal property used in the Program belonging to either the Subrecipient, or third parities with limits of $50,000 or $1,000,000.

D. The Subrecipient shall have and maintain during the life of this Subrecipient Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subrecipient.

2.5 Licensing

A. The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the County is providing funding under this Agreement, the County may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the County.

SECTION 3: WORKPLACE/PERSONNEL

3.1 Compliance with Equal Employment Opportunity Requirements (EEO/AA Statement)

A. The Subrecipient shall comply with all provisions of Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR 60).

B. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action Employer.

C. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

E. Subcontract Provisions: The Subrecipient will include the provisions of this section 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.

3.2 Civil Rights

A. **General Compliance**

The Subrecipient agrees to comply with:

- 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

B. **Nondiscrimination**

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;

2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;

3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;

4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;

5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.

6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

C. **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 Agreement, 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.

D. **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.

E. **Architectural Barriers Act/Americans with Disabilities Act**

The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3.3 <u>Affirmative Action</u>

A. **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.

B. **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 Agreement. As used in this Agreement, 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.

C. **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.

D. **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.

3.4 Federal Labor Standard Requirements

A. 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. 3141 *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 it's 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 County for review.

B. 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.

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

3.5 Employment Restrictions

A. General 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.

B. **Drug-Free Workplace**

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

   i. The dangers of drug abuse in the workplace;

   ii. The Subrecipient's policy of maintaining a drug-free workplace;

   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

C. **"Section 3" Clause**

1. The Subrecipient agrees that in planning, and carrying out the project described in Article 1, to the greatest extent feasible:

   a. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or County of Hudson; and

b. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in the County of Hudson.

2. The Subrecipient shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

3.

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1974, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in , the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

b. The Subrecipient further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

D. **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 5 USC 7321 *et seq.*

E. **Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

1. 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.

2. No employee, officer or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. 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.

F. **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 31 U.S.C 1352 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.

G. **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.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

b. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

c. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

SECTION 4: ENVIRONMENTAL CONDITIONS AND DETERMINATION OF EXEMPTION

The above referenced program/project, funded by Hudson County, Division of Housing and Community Development Block Grant funds, has been reviewed and determined an Exempt Activity pursuant to 24 CFR 58.34(a)(4).

4.1 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.

4.2 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).

4.3 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.

4.4 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 5: RELOCATION, REAL PROPERTY ACQUISTION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and (3) the requirements in 24 CFR 560.606(d) governing optional relocation policies. The County may, however, preempt the optional 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 of a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals and businesses) as a result of activities assisted with CDBG funds is discouraged.

SECTION 6: INDEMNIFICATION

The Subgrantee agrees to indemnify and hold harmless the County from and against any and all claims, liabilities, losses, and causes of action which may arise out of the Subgrantee's activities related to [name of program] and/or any persons acting for or on behalf of the County, from and against any relevant orders, judgments or decrees, which may be entered against the County, and from and against all costs, attorney's fees, expenses and liabilities incurred by the County in the defense of any such claims or other matters.

SECTION 7: AMENDMDENTS

The County and/or the Subgrantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any change in the amount of the Subgrantee's compensation, which are mutually agreed upon by and between the County and the Subgrantee must be incorporated in written amendments to this Sub- grantee Agreement and signed by both parties to be binding.

SECTION 8: NOTICE

The Subgrantee and the County agree that all notices required by this Agreement, shall be in writing and delivered by U.S. Mail, by messenger, or personally delivered to the office of the duly authorized representative of the Subgrantee or the County as specified herein:

Hudson County:
Hudson County Division of Housing and Community Development,
257 Cornelison Avenue, 2nd Floor
Jersey City, New Jersey 07302

SECTION 9: SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision, shall be deemed modified to the extent necessary in order to conform with such laws, or if modification is not possible, then same shall be deemed severed and the remaining terms and provisions shall remain in full force and effect.

SECTION 10: NO WAIVER BY COUNTY

No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision herein. The County may exercise any right under this Agreement or under any applicable law, even if the County has delayed in exercising that right or has agreed in an earlier instance not to exercise that right.

SECTION 11: ENTIRE AGREEMENT

This Agreement, along with any exhibits, appendices, addendums, schedules and amendments hereto, constitutes the entire Agreement between the County and Subgrantee with respect to the use of ESG funds received under this Agreement.

SECTION 12: SUCCESSSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, and their respective legal representatives, successors, and assigns.

SECTION 13: OBLIGATIONS OF SUBRECIPIENTS WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subgrantee shall remain fully obligated under the provisions of this Subgrantee Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program which is receiving funding pursuant to this Subgrantee Agreement. Any party, which is not the Subgrantee, shall comply with all lawful requirements of the Subgrantee necessary to ensure that the program, for which assistance is being provided under this Subgrantee Agreement, is carried out in accordance with the Subgrantee's assurances and certifications to the County.

IN WITNESS WHEREOF, the County and the Subrecipient have executed this Agreement as of the date first above written.

Attest:

COUNTY EXECUTIVE OF THE COUNTY OF HUDSON, NEW JERSEY

_____
Clerk or Notary

By:_____

Name: Thomas A. DeGise

Title: County Executive

Date: _____

Attest:

City of Hoboken

_____
Clerk or Notary

By:
_____

Name:

_____

Title:

_____

Date:

_____

ATTACHMENT A -- BUDGET

NON-CONSTRUCTION PROJECT
BUDGET

Budget Line Items	Total Budget	CDBG Budget
USES		
Personnel Costs*		
Food Preparer	$17,000.00	$5,000.00
Consultant Services	$	$
Contract Services	$	$
Office Supplies	$	$
Office Rental	$	$
Equipment Rental and Purchase	$	$
Phone	$	$
Copying/Printing	$	$
Fuel/Electric	$	$
Other (specify)	$	$
Other (specify)	$	$
Other (specify)	$	$
Total Uses	**$17,000.00**	**$5,000.00**
SOURCES		
Requested CDBG	$5,000.00	
Other (specify) **Contributions**	$12,000.00	
Other (specify)	$	
Other (specify)	$	
Other (specify)	$	
Total Sources	$17,000.00	

Section 2: PROJECT STATUS REPORT

A Semi-Annual report describing project status will be issued to the Subrecipient and is to be completed and submitted to the Division of Community Development on a Semi-Annual basis (July 1,-December 30,) and (January 1, -June 30).

ATTACHMENT B
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1) Requests for reimbursement of expenses starting from July 1st of the fiscal year can be submitted on a monthly basis by the 5th of the month. 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 Hudson County Division of Housing and Community Development. The subrecipient must complete an invoice detailing payment requests, an official County of Hudson 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 submitted in the CDBG Project Application for Funding is on file with the Hudson County Division of Housing and 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 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. If 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 County of Hudson and the subrecipient is in place.

5) Semi Annual Reports (July1-December 31) and (January 1-June 30) must be current and on file with the Hudson County Division of Housing and 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 questions or for requests for additional documentation is needed.

ATTACHMENT C
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The County 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 assisted 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:

    - CITY OF HOBOKEN – CITY RECREATION 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 annual income of the family of each person receiving the benefit

    - Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

I hereby certify the above records comprising the above referenced project will be maintained:

_____ _____

Signature **Title**

21

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH DAY CARE 100

Whereas, the Board of Directors of Day Care 100, located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services 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 $28,000 out of available Hudson County Community Development Block Grant funds to operate said program within the City of Hoboken; **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 Day Care 100, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 6, 2014

Department of Community Development

_____

Brandy A. Forbes, Director

Approved as to form:

_____

Mellissa Longo, Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

James J. Farrin

CITY CLERK

21

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor

BRANDY FORBES
Director

MEMORANDUM

DATE: July 31, 2014

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
Quentin Wiest, Business Administrator
Mellissa Longo, Corporation Counsel

FROM: Brandy Forbes, Community Development Director BF

RE: Resolutions Authorizing CDBG Funding Agreements

At the August 6, 2014 City Council meeting there will be resolutions for the award of funding for the Community Development Block Grant sub-recipients. All organizations will be receiving the same CDBG funds as last year.

In addition to the CDBG funds, the City has a trust account that is from prior CDBG program refunds. The amount in this account is finite and does not get replenished. The fund now has a balance of $131,594.06. This trust has limitations for use and is designed to be used for CDBG approved projects. In prior years the City would contribute over $100,000 from this account toward match for Child Care Services and for Family Planning. Continuing at this level of annual match funding the account would be have already depleted. However, due to last year's increase in the CDBG amount paid toward each Child Care Service provider allowed us to reduce the annual City Match amount paid from this trust and extend the City Match for multiple additional years, without reducing the total amount provided for these services. We have made these organizations aware and will continue to notify them that this match funding will end in the near future, so that they can make adjustments accordingly.

This year the total CDBG program funding and City Match will be maintained at the same total amount for all recipients (i.e., Child Care Services, Family Planning, United Cerebral Palsy, the Jubilee Center, and the Boys and Girls Club). These are the funding amounts approved by Hudson County in the attached award letter.

If you have any questions regarding this funding, please contact Business Administrator Quentin Wiest and we will work together to answer your questions.

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2233 fax (201) 420-2096

COUNTY OF HUDSON
DEPARTMENT OF PARKS AND COMMUNITY SERVICES
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
257 CORNELISON AVENUE, ROOM 2001
JERSEY CITY, NEW JERSEY 07302

THOMAS A. DEGISE
County Executive

MICHELLE E. RICHARDSON
Director

RANDI A. MOORE
Division Chief

Phone: (201) 369-4520
Fax: (201) 369-4523
or (201) 369-4528

July 3, 2014

Mayor Dawn Zimmer
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Dear Mayor Zimmer:

The Hudson County Division of Housing and Community Development is pleased to announce that the U.S. Department of Housing and Urban Development (HUD) has approved the Hudson County Consolidated Plan for Fiscal Year 2014 (July 1, 2014 through June 30, 2015). The Consolidated Plan provides the framework for establishing the County's housing and community development objectives. Included in the Consolidated Plan are the Community Development Block Grant (CDBG) activities that will be undertaken to revitalize neighborhoods, to expand economic opportunities for low and moderate income persons, and to provide community facilities and services that address the needs of our low income population. Allocations of funds were based on the applications submitted by participating municipalities and non profit organizations. Consideration was given to applications that realistically indicated the amount of funding necessary to bring a project to fruition on a timely basis.

The following is the approved project(s) for the Fiscal Year 2014:

Hoboken – Multi-Service Center Improvements - $275,000.00
Hoboken – United Cerebral Palsy - $2,000.00
Hoboken – Jubilee Center - $20,000.00
Hoboken – City Recreation Program - $5,000.00
Hoboken – Child Care Services - $88,000.00
Hoboken – Family Planning - $20,000.00

Attached please find two (2) copies of the Subrecipient Agreement(s) for signature. Upon completion, please send the original documents to the Division for execution by the County Executive. In the event that the amount awarded was less than requested in separate budget line items, you will be required to provide a revised budget.

The Division looks forward to working with you in the coming Fiscal Year and is available for assistance as may be required. In the event that you have any questions or require additional information, please do not hesitate to contact me at (201) 369-4520.

Sincerely,

Heather Hanks
Management Assistant
Hudson County Division of Housing and Community Development

xc. Randi Moore, Division Chief
Christopher Brown, P.P., AICP, LEED-GA via Email

HUDSON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT
PUBLIC SERVICE

PROGRAM YEAR: 2014

CHILD CARE SERVICES
5-05L1-14

CITY OF HOBOKEN

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
COUNTY OF HUDSON
257 CORNELISON AVENUE
JERSEY CITY, NEW JERSEY 07302

THIS AGREEMENT entered into this _____day of_____2014 by and between the COUNTY OF HUDSON, NEW JERSEY, (hereinafter referred to as the "County") and City of Hoboken hereinafter referred to as the "Subrecipient").

WHEREAS, the County 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 Board of Chosen Freeholders of the County of Hudson approved the Hudson County Community Development Block Grant ("CDBG") Program, which was submitted to the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in undertaking and carrying out projects under the Hudson County CDBG Program in compliance with all applicable local, and federal laws, regulations and policies; and

WHEREAS, the Hudson County CDBG Program included a project description and program funds for the Subrecipient's project;

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

ARTICLE 1 -- PROJECT

SECTION 1: SCOPE OF SERVICES

1.1 ACTIVITIES

A. **General Statement**: The Subrecipient will be responsible for the administration of a project entitled "Child Care Services" and will be awarded $88,000.00 in Community Development Block Grant ("CDBG") Funds to provide pre-school, infant and after school educational, nutritional and 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 County and consistent with any standards required as a condition of providing these funds. Such program(s) will include the following activities eligible under the CDBG Program:

B. **Program Delivery**

Child Care Services: Funding will provide pre-school, infant, and after school educational, nutritional, day care and health related services to 200 children of low and moderate income families in the City of Hoboken. This project incorporates 2 programs including Hoboken Day Care 100, Mile Square and HOPES Headstart.

C. **Administration**: $28,000.00 of the CDBG project budget will be used for the personnel expenses of an administrative assistant and a teacher's aide.

D. **Income Benefit Goals:** It is anticipated that approximately 200 unduplicated low-to moderate income clients will be served over the course of this 12-month Agreement.

E. **Program Income:**

a. The receipt of all program income, as defined in 24 CFR 570.500(a), if there is any, shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.
b. All program income earned by the Subrecipient shall be remitted to the County on a quarterly basis within 30 days of the end of the program year quarter (i.e. by the end of December, March, June, and September). These funds may be returned to the remitting Subrecipient via subsequent reprogramming. However, the County retains the right to allocate all program income as the County deems appropriate.
c. Proceeds from the sale or other distribution of personal property shall be governed in accordance with 24 CFR 85.32

1.2 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 Objective of 05L Child Care Services requirements as state in 24 CFR 570.201(e).

1.3 GOALS AND PERFORMANCE MEASURES

The Subrecipient agrees to provide the following levels of program services and indicators:

The proposed objective of the project is to create a suitable living environment by expansion of youth programs that provide recreational, educational, and day care services to benefit children of low and moderate income Hoboken families . The proposed outcome of the project is that 200 children will have improved access to child care facilities. The performance measurement used for the success of the project is the number of children utilizing the day care services provided through the City of Hoboken.

1.4 PERFORMANCE MONITORING

The County will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days (or longer, at the discretion of the County, after discussions with the Subrecipeint) after being notified by the County, suspension or termination procedures will be initiated.

SECTION 2: PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 124 Grand Street, Hoboken, NJ 07030

Service Area: N/A

Matrix Code: 05L Child Care Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $88,000.00

SECTION 3: TERMS OF AGREEMENT

3.1 Time of Performance

Services of the Subrecipient shall start July 1, 2014 and end on June 30, 2015. 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 or other Community Development assets, including program income.

3.2 Compensation

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed $88,000.00.

The project budget shall be set forth in Attachment A.

3.3 Program Reporting

The Subrecipient will direct all communications concerning this Subrecipient Agreement to the Division Chief, Division of Housing and Community Development, County of Hudson, 257 Cornelison Avenue, Jersey City, New Jersey 07302, and will file the following documents with the County Community Development Program:

3.4 Progress Reports

The Subrecipient shall submit project status reports and financial status reports on a regular basis according to a schedule determined by the County and in a format acceptable to the County.

3.5 Amendments

The County and/or the Subrecipient may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's

compensation, which are mutually agreed upon by and between the County and the Subrecipient shall be incorporated in written amendments to this Subrecipient Agreement.

3.6 Terminations

This Subrecipient Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Article 3.

3.7 Program Cancellation

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

3.8 Citizen Participation

The Subrecipient agrees to comply with the requirements of the Citizen Participation Plan as adopted by the County of Hudson.

3.9 Monitoring

A. The County shall provide written notice of monitoring site visits to permit the Subrecipient to prepare such information and materials as may be desired on such visits.

B. All documents, reports and other applicable information that result from such site visits shall be made available to the Subrecipient within five days after receipt from HUD.

C. In addition, the County agrees to provide the Subrecipient with copies of documents submitted to HUD within five days after receipt from HUD.

ARTICLE 2 – FINANCE

SECTION 1: BUDGET

The Subrecipient in performing the services under this Agreement and will abide by the terms of the budget as set forth in Attachment A.

SECTION 2: METHOD OF PAYMENT

2.1 General Statement

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

2.2 Payments

The County agrees to pay the Subrecipient the amount set forth in Article 1, Section 2, upon submission of a bonafide County Voucher together with the necessary information to document the bill submitted for payment. Payments may be made as appropriate, upon submission of a proper voucher and supporting documentation. The County will provide the Subrecipient with the procedures applicable to progress payments. ***See Attachment B for required supporting documentation for proper voucher submission.***

2.3 Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

A. Upon written request by the Subrecipient, the County shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;

B. The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the County or its designee,; and

Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the County. Upon completion of all requirements, the County will provide a closeout certification letter

SECTION 3: FINANCIAL RECORDS

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 570.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allow-ability of all costs, among other requirements. The Subrecipient will designated a representative to be responsible for the administration of the project and receive all communications from the County.

ARTICLE 3 – GENERAL PROGRAM CONDITIONS, REGULATIONS, AND REQUIREMENTS

SECTION 1: COMPLIANCE WITH FEDERAL REGULATIONS

1.1 General Conditions

The Subrecipient agrees to comply with all of the requirements concerning the Community Development Block Grant (CDBG) Program and all federal requirements governing the grant of money under such regulations, except that:

A. The Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.64; and

B. The County retains responsibility for initiating the review process under the provisions of 24 CFR Part 52

The Subrecipient shall comply with all applicable Federal laws, regulations and requirements and all provisions of this Agreement, which include compliance with the provisions of the Housing and Community Development Act and all rules, regulations, guidelines, and circulars, promulgated by the various Federal departments, agencies, administrations and commissions relations to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;

- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.);
- Flood Disaster Protection Act of 1973.
- Colorado House Bill 06-1023 and 06-1043

1.2 Compliance with Uniform Administrative Requirements and Cost Principals

A. Governmental Entities: Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87 "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- Section 85.3, "Definitions "
- Section 85.6, "Exceptions"
- Section 85.12, "special grant or subgrant conditions for high-risk grantees"
- Section 85.20, "Standards for financial management systems", except paragraph (a)
- Section 85.21, "Payment", except as modified by Section 570.513
- Section 85.22, "Allowable costs"
- Section 85.26, "non-federal audits"
- Section 85.26, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income
- Section 85.33, "Supplies"
- Section 85.34, "Copyrights"
- Section 85.35, "Subawards to debarred and suspended parities"
- Section 85.36, "Procurement", except paragraph (a)
- Section 85.37, "Subgrants"
- Section 85.40, "Monitoring and reporting program performance" except paragraphs (b)-(d) and (f)
- Section 85.41, "Financial Reporting", except paragraphs (a), (b) and (e)
- Section 85.42, "Retention and access requirements for records"
- Section 85.43, "Enforcement"
- Section 85.44, "Termination for convenience"
- Section 85.51, "Later disallowances and adjustments" and
- Section 85.52, "Collection of amounts due"

B. Non-Governmental Entities: Subrecipients, which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions" as applicable, and the following Attachments to OMB Circular No. A-110:

- Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.
- Attachment B, "Bonding and Insurance",

- Attachment C, "Retention and Custodial Requirements for Records", except in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts for the date of submission of the annual performance and evaluation report as prescribed in Section 570.507, in which the specific activity is reported on for the first time;
- Attachment F, "Standards for Financial Management Systems"
- Attachment H, "Monitoring and Reporting Program Performance", paragraph 2
- Attachment N, "Property Management Standards", except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient, and
- Attachment O, "Procurement Standards"

1.3 <u>Compliance Regarding Audits and Inspections</u>

A. At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement. The Subrecipient will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

B. In addition, in accordance with 24 CFR 570.502 (b) and the Single Audit Act of 1984, (Pub. L.98-502), non-profit organizations/Subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive at least $500,000 per year in Federal awards shall have an audit made in accordance with Circular a-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

b. Non-profit institutions receiving less than $500,000 per year in Federal awards are exempt from Federal audit requirements, but records must be available for review for appropriate officials of the Federal grantor agency or subgranting agency.

1.4 <u>Suspension or Termination</u>

A. If the Subrecipient materially fails to comply with any term or provisions of this Agreement, whether stated in a federal statue or regulation, an assurance or in an application or if the Subrecipient breaches any term or provision of this Agreement, the County may take one or more of the following actions.

1. Temporarily withhold cash payments pending correction of the deficiency of the Subrecipient.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or in part suspend or terminate the Agreement for the Subrecipient's program;

4. Withhold further grant awards under the CDBG program; or

5. Take such other remedies as may be legally available to the County.

B. With respect to such action by the County, the Subrecipient shall be afforded an opportunity for such hearing or appeal to which the Subrecipient is entitled by applicable statue or regulation.

C. Costs incurred by Subrecipient during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were nor suspended or terminated.

D. Except as provided in 1 above, this Agreement may be terminated in whole or in part in the following manner.

1. by the County with the consent of the Subrecipient. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

2. by the Subrecipient upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

3. by the County upon written notification to the Subrecipient, setting forth the reasons and basis for the termination, the effective date and in the case of a partial termination, the portion to be terminated.

E. It is further expressly understood and agreed that should the funding for Title 1 of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

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

SECTION 2 – ADMINISTRATIVE REQUIREMENTS

2.1 Financial Management

A. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 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.

B. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

2.2 Documentation and Record Keeping

A. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- Other records necessary to document compliance with Subpart 24 CFR 570.506

B. Retention

Records, supporting documents statistical records, and all other records pertinent to this Subrecipient Agreement shall be retained by the Subrecipient for a period of three years form the date of its last Semi-Annual report on the project except as follows:

1. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall retained for at least three years after final resolution of such matters with the Federal government and the County.

2. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

3. Records for any displaced person shall be retained for three years after that person has received final payment.

4. The Subrecipient agrees to provided the County with a property inventory.

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

C. 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, demographic information and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

D. 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 Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, 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 thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement 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 OMB Circular A-133.

2.3 <u>Use and Reversion of Assets</u>

A. Upon the expiration of the Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable

which are attributable to the use of CDBG funds. In addition, Subrecipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

B. Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

1. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subrecipient Agreement or such longer period as determined appropriate by the County; or

2. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in 1 above. Such value attributable non-CDBG funds acquisition.

2.4 Insurance

This Subrecipient Agreement shall not take effect and the Subrecipient shall not commence work under this Subrecipient Agreement until all insurance required hereunder and certifies of proof have been furnished to the County. All said insurance of the Subrecipient shall contain a clause indemnifying and saving harmless the County, its agents servants, and employees from any and all liability of whatever nature arising out of the Subrecipient, the service performed by the Subrecipient and the work performed under this Subrecipient Agreement. The County its agencies, departments and employees shall be named as a additional insured under said policy of insurance. The required insurance is set forth as follows:

A. Liability Insurance – Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance – With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft – For personal property used in the Program belonging to either the Subrecipient, or third parities with limits of $50,000 or $1,000,000.

D. The Subrecipient shall have and maintain during the life of this Subrecipient Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subrecipient.

2.5 Licensing

A. The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the County is providing funding under this Agreement, the County may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the County.

SECTION 3: WORKPLACE/PERSONNEL

3.1 Compliance with Equal Employment Opportunity Requirements (EEO/AA Statement)

A. The Subrecipient shall comply with all provisions of Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR 60).

B. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action Employer.

C. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

E. Subcontract Provisions: The Subrecipient will include the provisions of this section 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.

3.2 Civil Rights

A. **General Compliance**

The Subrecipient agrees to comply with:

- 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

B. Nondiscrimination

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;

2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;

3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;

4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;

5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.

6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

C. 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 Agreement, 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.

D. **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.

E. **Architectural Barriers Act/Americans with Disabilities Act**

The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3.3 <u>Affirmative Action</u>

A. **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.

B. **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 Agreement. As used in this Agreement, 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.

C. **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.

D. **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.

3.4 Federal Labor Standard Requirements

A. 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. 3141 *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 it's 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 County for review.

B. 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.

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

3.5 Employment Restrictions

A. General 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.

B. **Drug-Free Workplace**

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

   i. The dangers of drug abuse in the workplace;

   ii. The Subrecipient's policy of maintaining a drug-free workplace;

   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

C. **"Section 3" Clause**

1. The Subrecipient agrees that in planning, and carrying out the project described in Article 1, to the greatest extent feasible:

   a. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or County of Hudson; and

b. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in the County of Hudson.

2. The Subrecipient shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

3.

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1974, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in , the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

b. The Subrecipient further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

D. **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 5 USC 7321 *et seq.*

E. **Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

1. 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.

2. No employee, officer or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. 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.

F. **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 31 U.S.C 1352 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.

G. **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.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

b. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

c. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

SECTION 4: ENVIRONMENTAL CONDITIONS AND DETERMINATION OF EXEMPTION

The above referenced program/project, funded by Hudson County, Division of Housing and Community Development Block Grant funds, has been reviewed and determined an Exempt Activity pursuant to 24 CFR 58.34(a)(4).

4.1 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.

4.2 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).

4.3 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.

4.4 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 5: RELOCATION, REAL PROPERTY ACQUISTION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and (3) the requirements in 24 CFR 560.606(d) governing optional relocation policies. The County may, however, preempt the optional 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 of a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals and businesses) as a result of activities assisted with CDBG funds is discouraged.

SECTION 6: INDEMNIFICATION

The Subgrantee agrees to indemnify and hold harmless the County from and against any and all claims, liabilities, losses, and causes of action which may arise out of the Subgrantee's activities related to [name of program] and/or any persons acting for or on behalf of the County, from and against any relevant orders, judgments or decrees, which may be entered against the County, and from and against all costs, attorney's fees, expenses and liabilities incurred by the County in the defense of any such claims or other matters.

SECTION 7: AMENDMDENTS

The County and/or the Subgrantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any change in the amount of the Subgrantee's compensation, which are mutually agreed upon by and between the County and the Subgrantee must be incorporated in written amendments to this Sub- grantee Agreement and signed by both parties to be binding.

SECTION 8: NOTICE

The Subgrantee and the County agree that all notices required by this Agreement, shall be in writing and delivered by U.S. Mail, by messenger, or personally delivered to the office of the duly authorized representative of the Subgrantee or the County as specified herein:

Hudson County:
Hudson County Division of Housing and Community Development,
257 Cornelison Avenue, 2nd Floor
Jersey City, New Jersey 07302

SECTION 9: SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision, shall be deemed modified to the extent necessary in order to conform with such laws, or if modification is not possible, then same shall be deemed severed and the remaining terms and provisions shall remain in full force and effect.

SECTION 10: NO WAIVER BY COUNTY

No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision herein. The County may exercise any right under this Agreement or under any applicable law, even if the County has delayed in exercising that right or has agreed in an earlier instance not to exercise that right.

SECTION 11: ENTIRE AGREEMENT

This Agreement, along with any exhibits, appendices, addendums, schedules and amendments hereto, constitutes the entire Agreement between the County and Subgrantee with respect to the use of ESG funds received under this Agreement.

SECTION 12: SUCCESSSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, and their respective legal representatives, successors, and assigns.

SECTION 13: OBLIGATIONS OF SUBRECIPIENTS WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subgrantee shall remain fully obligated under the provisions of this Subgrantee Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program which is receiving funding pursuant to this Subgrantee Agreement. Any party, which is not the Subgrantee, shall comply with all lawful requirements of the Subgrantee necessary to ensure that the program, for which assistance is being provided under this Subgrantee Agreement, is carried out in accordance with the Subgrantee's assurances and certifications to the County.

IN WITNESS WHEREOF, the County and the Subrecipient have executed this Agreement as of the date first above written.

Attest:

_____
Clerk or Notary

COUNTY EXECUTIVE OF THE COUNTY OF HUDSON, NEW JERSEY

By: _____

Name: Thomas A. DeGise

Title: County Executive

Date: _____

Attest:

_____

Clerk or Notary

_____

_____

_____

City of Hoboken

By:

_____

Name:

Title:

Date:

ATTACHMENT A -- BUDGET

NON-CONSTRUCTION PROJECT
BUDGET

Budget Line Items	Total Budget	CDBG Budget
USES		
Personnel Costs*	$694,421.00	
Julia Dale		$11,508.00
Linda Groomes		$16,492.00
Consultant Services	$29,500.00	$
Contract Services	$16,746.00	$
Office Supplies	$ 5,395.00	$
Office Rental	$82,000.00	$30,000.00
Equipment Rental and Purchase	$	$
Phone	$6,816.00	$
Copying/Printing	$ 3,000.00	$
Fuel/Electric	$110,570.08	$30,000.00
Other (specify)**Insurances**	$14,300.00	$
Other (specify)**Classroom Supplies**	$15,000.00	$
Other (specify)**Food**	$42,000.00	$
Other (specify)**Housekeeping Supplies**	$7,000.00	$
Other (specify)**Kitchen Supplies**	$2,500.00	$
Other (specify)**Pest Control**	$3,300.00	$
Other (specify)**Transportation**	$250.00	$
Other (specify) **Training & Development**	$1,000.00	$
Total Uses	**$1,033,798.08**	**$88,000.00**
SOURCES		
Requested CDBG	$88,000.00	
Other (specify) **HeadStart**	$80,570.08	
Other (specify) **City of Hoboken**	$47,818.00	
Other (specify)	$	
Total Sources	$216,388.08	

Section 2: PROJECT STATUS REPORT

A Semi-Annual report describing project status will be issued to the Subrecipient and is to be completed and submitted to the Division of Community Development on a Semi-Annual basis (July 1,-December 30,) and (January 1, -June 30).

ATTACHMENT B
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1) Requests for reimbursement of expenses starting from July 1st of the fiscal year can be submitted on a monthly basis by the 5th of the month. 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 Hudson County Division of Housing and Community Development. The subrecipient must complete an invoice detailing payment requests, an official County of Hudson 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 submitted in the CDBG Project Application for Funding is on file with the Hudson County Division of Housing and 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 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. If 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 County of Hudson and the subrecipient is in place.

5) Semi Annual Reports (July1-December 31) and (January 1-June 30) must be current and on file with the Hudson County Division of Housing and 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 questions or for requests for additional documentation is needed.

ATTACHMENT C
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The County 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 assisted 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:

    - CITY OF HOBOKEN – CHILD CARE SERVICES

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 annual income of the family of each person receiving the benefit

    - Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

I hereby certify the above records comprising the above referenced project will be maintained:

_____ _____

Signature **Title**

22

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH HOBOKEN FAMILY PLANNING

Whereas, the Board of Directors of Hoboken Family Planning, located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Family Planning Services 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 out of available Hudson County Community Development Block Grant funds and $3,000 out of available Miscellaneous Program Income funds to operate said program within the City of Hoboken; **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, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 6, 2014

Department of Community Development

_____

Brandy A. Forbes, Director

Approved as to form:

_____

Melissa Longo, Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

James J. Farina

CITY CLERK

22

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor

BRANDY FORBES
Director

MEMORANDUM

DATE: July 31, 2014

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
Quentin Wiest, Business Administrator
Mellissa Longo, Corporation Counsel

FROM: Brandy Forbes, Community Development Director BF

RE: Resolutions Authorizing CDBG Funding Agreements

At the August 6, 2014 City Council meeting there will be resolutions for the award of funding for the Community Development Block Grant sub-recipients. All organizations will be receiving the same CDBG funds as last year.

In addition to the CDBG funds, the City has a trust account that is from prior CDBG program refunds. The amount in this account is finite and does not get replenished. The fund now has a balance of $131,594.06. This trust has limitations for use and is designed to be used for CDBG approved projects. In prior years the City would contribute over $100,000 from this account toward match for Child Care Services and for Family Planning. Continuing at this level of annual match funding the account would be have already depleted. However, due to last year's increase in the CDBG amount paid toward each Child Care Service provider allowed us to reduce the annual City Match amount paid from this trust and extend the City Match for multiple additional years, without reducing the total amount provided for these services. We have made these organizations aware and will continue to notify them that this match funding will end in the near future, so that they can make adjustments accordingly.

This year the total CDBG program funding and City Match will be maintained at the same total amount for all recipients (i.e., Child Care Services, Family Planning, United Cerebral Palsy, the Jubilee Center, and the Boys and Girls Club). These are the funding amounts approved by Hudson County in the attached award letter.

If you have any questions regarding this funding, please contact Business Administrator Quentin Wiest and we will work together to answer your questions.

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2233 fax (201) 420-2096

COUNTY OF HUDSON
DEPARTMENT OF PARKS AND COMMUNITY SERVICES
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
257 CORNELISON AVENUE, ROOM 2001
JERSEY CITY, NEW JERSEY 07302

THOMAS A. DEGISE
County Executive

MICHELLE E. RICHARDSON
Director

RANDI A. MOORE
Division Chief

Phone: (201) 369-4520
Fax: (201) 369-4523
or (201) 369-4528

July 3, 2014

Mayor Dawn Zimmer
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Dear Mayor Zimmer:

The Hudson County Division of Housing and Community Development is pleased to announce that the U.S. Department of Housing and Urban Development (HUD) has approved the Hudson County Consolidated Plan for Fiscal Year 2014 (July 1, 2014 through June 30, 2015). The Consolidated Plan provides the framework for establishing the County's housing and community development objectives. Included in the Consolidated Plan are the Community Development Block Grant (CDBG) activities that will be undertaken to revitalize neighborhoods, to expand economic opportunities for low and moderate income persons, and to provide community facilities and services that address the needs of our low income population. Allocations of funds were based on the applications submitted by participating municipalities and non profit organizations. Consideration was given to applications that realistically indicated the amount of funding necessary to bring a project to fruition on a timely basis.

The following is the approved project(s) for the Fiscal Year 2014:

Hoboken – Multi-Service Center Improvements - $275,000.00
Hoboken – United Cerebral Palsy - $2,000.00
Hoboken – Jubilee Center - $20,000.00
Hoboken – City Recreation Program - $5,000.00
Hoboken – Child Care Services - $88,000.00
Hoboken – Family Planning - $20,000.00

Attached please find two (2) copies of the Subrecipient Agreement(s) for signature. Upon completion, please send the original documents to the Division for execution by the County Executive. In the event that the amount awarded was less than requested in separate budget line items, you will be required to provide a revised budget.

The Division looks forward to working with you in the coming Fiscal Year and is available for assistance as may be required. In the event that you have any questions or require additional information, please do not hesitate to contact me at (201) 369-4520.

Sincerely,

Heather Hanks
Management Assistant
Hudson County Division of Housing and Community Development

xc. Randi Moore, Division Chief
Christopher Brown, P.P., AICP, LEED-GA via Email

HUDSON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT
PUBLIC SERVICE

PROGRAM YEAR: 2014

FAMILY PLANNING
5-05M1-14

CITY OF HOBOKEN

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
COUNTY OF HUDSON
257 CORNELISON AVENUE
JERSEY CITY, NEW JERSEY 07302

THIS AGREEMENT entered into this _____day of_____2014 by and between the COUNTY OF HUDSON, NEW JERSEY, (hereinafter referred to as the "County") and City of Hoboken hereinafter referred to as the "Subrecipient").

WHEREAS, the County 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 Board of Chosen Freeholders of the County of Hudson approved the Hudson County Community Development Block Grant ("CDBG") Program, which was submitted to the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in undertaking and carrying out projects under the Hudson County CDBG Program in compliance with all applicable local, and federal laws, regulations and policies; and

WHEREAS, the Hudson County CDBG Program included a project description and program funds for the Subrecipient's project;

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

ARTICLE 1 -- PROJECT

SECTION 1: SCOPE OF SERVICES

1.1 ACTIVITIES

A. **General Statement**: The Subrecipient will be responsible for the administration of a project entitled "Family Planning Services" and will be awarded $20,000.00 in Community Development Block Grant ("CDBG") Funds 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 County and consistent with any standards required as a condition of providing these funds. Such program(s) will include the following activities eligible under the CDBG Program:

B. **Program Delivery**

Family Planning Services: Funding will allow for family planning services, health care services and counseling services to approximately 108 low and moderate income residents of Hoboken.

C. **Administration**: The entire CDBG project budget will be used for the personnel expenses for an administrative assistant and a medical aide.

D. **Income Benefit Goals:** It is anticipated that approximately 108 unduplicated low-to moderate income clients will be served over the course of this 12-month Agreement.

E. Program Income:

a. The receipt of all program income, as defined in 24 CFR 570.500(a), if there is any, shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.
b. All program income earned by the Subrecipient shall be remitted to the County on a quarterly basis within 30 days of the end of the program year quarter (i.e. by the end of December, March, June, and September). These funds may be returned to the remitting Subrecipient via subsequent reprogramming. However, the County retains the right to allocate all program income as the County deems appropriate.
c. Proceeds from the sale or other distribution of personal property shall be governed in accordance with 24 CFR 85.32

1.2 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 Objective of 05M Health Services requirements as state in 24 CFR 570.201(e).

1.3 GOALS AND PERFORMANCE MEASURES

The Subrecipient agrees to provide the following levels of program services and indicators:

The proposed objective of the project is to create a suitable living environment by expansion of public services that provide low and moderate income individuals with family planning assistance, health care services and counseling . The proposed outcome of the project is that 108 low and moderate income persons will utilize the services available through Hoboken Family Planning. The performance measurement used for the success of the project is the number of low and moderate income persons utilizing the available public services.

1.4 PERFORMANCE MONITORING

The County will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days (or longer, at the discretion of the County, after discussions with the Subrecipeint) after being notified by the County, suspension or termination procedures will be initiated.

SECTION 2: PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 124 Grand Street, Hoboken, NJ 07030

Service Area: N/A

Matrix Code: 05M Health Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $20,000.00

SECTION 3: TERMS OF AGREEMENT

3.1 Time of Performance

Services of the Subrecipient shall start July 1, 2014 and end on June 30, 2015. 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 or other Community Development assets, including program income.

3.2 Compensation

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed $20,000.00.

The project budget shall be set forth in Attachment A.

3.3 Program Reporting

The Subrecipient will direct all communications concerning this Subrecipient Agreement to the Division Chief, Division of Housing and Community Development, County of Hudson, 257 Cornelison Avenue, Jersey City, New Jersey 07302, and will file the following documents with the County Community Development Program:

3.4 Progress Reports

The Subrecipient shall submit project status reports and financial status reports on a regular basis according to a schedule determined by the County and in a format acceptable to the County.

3.5 Amendments

The County and/or the Subrecipient may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's

compensation, which are mutually agreed upon by and between the County and the Subrecipient shall be incorporated in written amendments to this Subrecipient Agreement.

3.6 Terminations

This Subrecipient Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Article 3.

3.7 Program Cancellation

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

3.8 Citizen Participation

The Subrecipient agrees to comply with the requirements of the Citizen Participation Plan as adopted by the County of Hudson.

3.9 Monitoring

A. The County shall provide written notice of monitoring site visits to permit the Subrecipient to prepare such information and materials as may be desired on such visits.

B. All documents, reports and other applicable information that result from such site visits shall be made available to the Subrecipient within five days after receipt from HUD.

C. In addition, the County agrees to provide the Subrecipient with copies of documents submitted to HUD within five days after receipt from HUD.

ARTICLE 2 – FINANCE

SECTION 1: BUDGET

The Subrecipient in performing the services under this Agreement and will abide by the terms of the budget as set forth in Attachment A.

SECTION 2: METHOD OF PAYMENT

2.1 General Statement

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

2.2 Payments

The County agrees to pay the Subrecipient the amount set forth in Article 1, Section 2, upon submission of a bonafide County Voucher together with the necessary information to document the bill submitted for payment. Payments may be made as appropriate, upon submission of a proper voucher and supporting documentation. The County will provide the Subrecipient with the procedures applicable to progress payments. ***See Attachment B for required supporting documentation for proper voucher submission.***

2.3 Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

A. Upon written request by the Subrecipient, the County shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;

B. The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the County or its designee,; and

Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the County. Upon completion of all requirements, the County will provide a closeout certification letter

SECTION 3: FINANCIAL RECORDS

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 570.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allow-ability of all costs, among other requirements. The Subrecipient will designated a representative to be responsible for the administration of the project and receive all communications from the County.

ARTICLE 3 – GENERAL PROGRAM CONDITIONS, REGULATIONS, AND REQUIREMENTS

SECTION 1: COMPLIANCE WITH FEDERAL REGULATIONS

1.1 General Conditions

The Subrecipient agrees to comply with all of the requirements concerning the Community Development Block Grant (CDBG) Program and all federal requirements governing the grant of money under such regulations, except that:

A. The Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.64; and

B. The County retains responsibility for initiating the review process under the provisions of 24 CFR Part 52

The Subrecipient shall comply with all applicable Federal laws, regulations and requirements and all provisions of this Agreement, which include compliance with the provisions of the Housing and Community Development Act and all rules, regulations, guidelines, and circulars, promulgated by the various Federal departments, agencies, administrations and commissions relations to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;

- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.);
- Flood Disaster Protection Act of 1973.
- Colorado House Bill 06-1023 and 06-1043

1.2 Compliance with Uniform Administrative Requirements and Cost Principals

A. Governmental Entities: Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87 "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- Section 85.3, "Definitions "
- Section 85.6, "Exceptions"
- Section 85.12, "special grant or subgrant conditions for high-risk grantees"
- Section 85.20, "Standards for financial management systems", except paragraph (a)
- Section 85.21, "Payment", except as modified by Section 570.513
- Section 85.22, "Allowable costs"
- Section 85.26, "non-federal audits"
- Section 85.26, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income
- Section 85.33, "Supplies"
- Section 85.34, "Copyrights"
- Section 85.35, "Subawards to debarred and suspended parities"
- Section 85.36, "Procurement", except paragraph (a)
- Section 85.37, "Subgrants"
- Section 85.40, "Monitoring and reporting program performance" except paragraphs (b)-(d) and (f)
- Section 85.41, "Financial Reporting", except paragraphs (a), (b) and (e)
- Section 85.42, "Retention and access requirements for records"
- Section 85.43, "Enforcement"
- Section 85.44, "Termination for convenience"
- Section 85.51, "Later disallowances and adjustments" and
- Section 85.52, "Collection of amounts due"

B. Non-Governmental Entities: Subrecipients, which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions" as applicable, and the following Attachments to OMB Circular No. A-110:

- Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.
- Attachment B, "Bonding and Insurance",

- Attachment C, "Retention and Custodial Requirements for Records", except in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts for the date of submission of the annual performance and evaluation report as prescribed in Section 570.507, in which the specific activity is reported on for the first time;
- Attachment F, "Standards for Financial Management Systems"
- Attachment H, "Monitoring and Reporting Program Performance", paragraph 2
- Attachment N, "Property Management Standards", except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient, and
- Attachment O, "Procurement Standards"

1.3 Compliance Regarding Audits and Inspections

A. At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement. The Subrecipient will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

B. In addition, in accordance with 24 CFR 570.502 (b) and the Single Audit Act of 1984, (Pub. L.98-502), non-profit organizations/Subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive at least $500,000 per year in Federal awards shall have an audit made in accordance with Circular a-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

b. Non-profit institutions receiving less than $500,000 per year in Federal awards are exempt from Federal audit requirements, but records must be available for review for appropriate officials of the Federal grantor agency or subgranting agency.

1.4 Suspension or Termination

A. If the Subrecipient materially fails to comply with any term or provisions of this Agreement, whether stated in a federal statue or regulation, an assurance or in an application or if the Subrecipient breaches any term or provision of this Agreement, the County may take one or more of the following actions.

1. Temporarily withhold cash payments pending correction of the deficiency of the Subrecipient.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or in part suspend or terminate the Agreement for the Subrecipient's program;

4. Withhold further grant awards under the CDBG program; or

5. Take such other remedies as may be legally available to the County.

B. With respect to such action by the County, the Subrecipient shall be afforded an opportunity for such hearing or appeal to which the Subrecipient is entitled by applicable statue or regulation.

C. Costs incurred by Subrecipient during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were nor suspended or terminated.

D. Except as provided in 1 above, this Agreement may be terminated in whole or in part in the following manner.

1. by the County with the consent of the Subrecipient. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

2. by the Subrecipient upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

3. by the County upon written notification to the Subrecipient, setting forth the reasons and basis for the termination, the effective date and in the case of a partial termination, the portion to be terminated.

E. It is further expressly understood and agreed that should the funding for Title 1 of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

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

SECTION 2 – ADMINISTRATIVE REQUIREMENTS

2.1 Financial Management

A. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 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.

B. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

2.2 Documentation and Record Keeping

A. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- Other records necessary to document compliance with Subpart 24 CFR 570.506

B. Retention

Records, supporting documents statistical records, and all other records pertinent to this Subrecipient Agreement shall be retained by the Subrecipient for a period of three years form the date of its last Semi-Annual report on the project except as follows:

1. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall retained for at least three years after final resolution of such matters with the Federal government and the County.

2. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

3. Records for any displaced person shall be retained for three years after that person has received final payment.

4. The Subrecipient agrees to provided the County with a property inventory.

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

C. 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, demographic information and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

D. 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 Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, 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 thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement 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 OMB Circular A-133.

2.3 <u>Use and Reversion of Assets</u>

A. Upon the expiration of the Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable

which are attributable to the use of CDBG funds. In addition, Subrecipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

B. Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

1. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subrecipient Agreement or such longer period as determined appropriate by the County; or

2. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in 1 above. Such value attributable non-CDBG funds acquisition.

2.4 <u>Insurance</u>

This Subrecipient Agreement shall not take effect and the Subrecipient shall not commence work under this Subrecipient Agreement until all insurance required hereunder and certifies of proof have been furnished to the County. All said insurance of the Subrecipient shall contain a clause indemnifying and saving harmless the County, its agents servants, and employees from any and all liability of whatever nature arising out of the Subrecipient, the service performed by the Subrecipient and the work performed under this Subrecipient Agreement. The County its agencies, departments and employees shall be named as a additional insured under said policy of insurance. The required insurance is set forth as follows:

A. Liability Insurance – Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance – With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft – For personal property used in the Program belonging to either the Subrecipient, or third parities with limits of $50,000 or $1,000,000.

D. The Subrecipient shall have and maintain during the life of this Subrecipient Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subrecipient.

2.5 <u>Licensing</u>

A. The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the County is providing funding under this Agreement, the County may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the County.

SECTION 3: WORKPLACE/PERSONNEL

3.1 Compliance with Equal Employment Opportunity Requirements (EEO/AA Statement)

A. The Subrecipient shall comply with all provisions of Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR 60).

B. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action Employer.

C. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

E. Subcontract Provisions: The Subrecipient will include the provisions of this section 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.

3.2 Civil Rights

A. **General Compliance**

The Subrecipient agrees to comply with:

- 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

B. Nondiscrimination

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;

2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;

3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;

4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;

5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.

6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

C. 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 Agreement, 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.

D. **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.

E. **Architectural Barriers Act/Americans with Disabilities Act**

The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3.3 <u>Affirmative Action</u>

A. **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.

B. **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 Agreement. As used in this Agreement, 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.

C. **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.

D. **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.

3.4 Federal Labor Standard Requirements

A. 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. 3141 *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 it's 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 County for review.

B. 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.

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

3.5 Employment Restrictions

A. General 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.

B. **Drug-Free Workplace**

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

   i. The dangers of drug abuse in the workplace;

   ii. The Subrecipient's policy of maintaining a drug-free workplace;

   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

C. **"Section 3" Clause**

1. The Subrecipient agrees that in planning, and carrying out the project described in Article 1, to the greatest extent feasible:

   a. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or County of Hudson; and

b. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in the County of Hudson.

2. The Subrecipient shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

3.

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1974, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in , the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

b. The Subrecipient further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

D. **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 5 USC 7321 *et seq.*

E. **Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

1. 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.

2. No employee, officer or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. 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.

F. **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 31 U.S.C 1352 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.

G. **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.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

b. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

c. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

SECTION 4: ENVIRONMENTAL CONDITIONS AND DETERMINATION OF EXEMPTION

The above referenced program/project, funded by Hudson County, Division of Housing and Community Development Block Grant funds, has been reviewed and determined an Exempt Activity pursuant to 24 CFR 58.34(a)(4).

4.1 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.

4.2 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).

4.3 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.

4.4 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 5: RELOCATION, REAL PROPERTY ACQUISTION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and (3) the requirements in 24 CFR 560.606(d) governing optional relocation policies. The County may, however, preempt the optional 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 of a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals and businesses) as a result of activities assisted with CDBG funds is discouraged.

SECTION 6: INDEMNIFICATION

The Subgrantee agrees to indemnify and hold harmless the County from and against any and all claims, liabilities, losses, and causes of action which may arise out of the Subgrantee's activities related to [name of program] and/or any persons acting for or on behalf of the County, from and against any relevant orders, judgments or decrees, which may be entered against the County, and from and against all costs, attorney's fees, expenses and liabilities incurred by the County in the defense of any such claims or other matters.

SECTION 7: AMENDMDENTS

The County and/or the Subgrantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any change in the amount of the

Subgrantee's compensation, which are mutually agreed upon by and between the County and the Subgrantee must be incorporated in written amendments to this Sub- grantee Agreement and signed by both parties to be binding.

SECTION 8: NOTICE

The Subgrantee and the County agree that all notices required by this Agreement, shall be in writing and delivered by U.S. Mail, by messenger, or personally delivered to the office of the duly authorized representative of the Subgrantee or the County as specified herein:

Hudson County:
Hudson County Division of Housing and Community Development,
257 Cornelison Avenue, 2nd Floor
Jersey City, New Jersey 07302

SECTION 9: SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision, shall be deemed modified to the extent necessary in order to conform with such laws, or if modification is not possible, then same shall be deemed severed and the remaining terms and provisions shall remain in full force and effect.

SECTION 10: NO WAIVER BY COUNTY

No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision herein. The County may exercise any right under this Agreement or under any applicable law, even if the County has delayed in exercising that right or has agreed in an earlier instance not to exercise that right.

SECTION 11: ENTIRE AGREEMENT

This Agreement, along with any exhibits, appendices, addendums, schedules and amendments hereto, constitutes the entire Agreement between the County and Subgrantee with respect to the use of ESG funds received under this Agreement.

SECTION 12: SUCCESSSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, and their respective legal representatives, successors, and assigns.

SECTION 13: OBLIGATIONS OF SUBRECIPIENTS WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subgrantee shall remain fully obligated under the provisions of this Subgrantee Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program which is receiving funding pursuant to this Subgrantee Agreement. Any party, which is not the Subgrantee, shall comply with all lawful requirements of the Subgrantee

necessary to ensure that the program, for which assistance is being provided under this Subgrantee Agreement, is carried out in accordance with the Subgrantee's assurances and certifications to the County.

IN WITNESS WHEREOF, the County and the Subrecipient have executed this Agreement as of the date first above written.

Attest:

COUNTY EXECUTIVE OF THE COUNTY OF HUDSON, NEW JERSEY

_____
Clerk or Notary

By:_____

Name: Thomas A. DeGise

Title: County Executive

Date: _____

Attest:

City of Hoboken

_____
Clerk or Notary

By:
_____

Name:

_____

Title:

_____

Date:

_____

ATTACHMENT A -- BUDGET

NON-CONSTRUCTION PROJECT
BUDGET

Budget Line Items	Total Budget	CDBG Budget
USES		
Personnel Costs*	$52,398.00	
Doris Rivera		$12,417.00
Brenda Garcia		$7,583.00
Consultant Services	$	$
Contract Services	$	$
Office Supplies	$	$
Office Rental	$	$
Equipment Rental and Purchase	$	$
Phone	$	$
Copying/Printing	$	$
Fuel/Electric	$	$
Other (specify)	$	$
Other (specify)	$	$
Total Uses	**$52,398.00**	**$20,000.00**
SOURCES		
Requested CDBG	$20,000.00	
Other (specify) **City of Hoboken**	$3,000.00	
Other (specify) **Title X**	$29,398.00	
Other (specify)	$	
Total Sources	$52,398.00	

Section 2: PROJECT STATUS REPORT

A Semi-Annual report describing project status will be issued to the Subrecipient and is to be completed and submitted to the Division of Community Development on a Semi-Annual basis (July 1,-December 30,) and (January 1, -June 30).

ATTACHMENT B
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1) Requests for reimbursement of expenses starting from July 1st of the fiscal year can be submitted on a monthly basis by the 5th of the month. 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 Hudson County Division of Housing and Community Development. The subrecipient must complete an invoice detailing payment requests, an official County of Hudson 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 submitted in the CDBG Project Application for Funding is on file with the Hudson County Division of Housing and 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 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. If 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 County of Hudson and the subrecipient is in place.

5) Semi Annual Reports (July1-December 31) and (January 1-June 30) must be current and on file with the Hudson County Division of Housing and 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 questions or for requests for additional documentation is needed.

ATTACHMENT C
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The County 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 assisted 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:

    - CITY OF HOBOKEN – FAMILY PLANNING

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 annual income of the family of each person receiving the benefit

    - Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

I hereby certify the above records comprising the above referenced project will be maintained:

_____ _____

Signature **Title**

23

Sponsored By: _____

Co-Sponsored By: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH HOPES HEAD START

Whereas, the Board of Directors of HOPES Head Start, located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services 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 out of available Hudson County Community Development Block Grant funds and $17,531 out of available Miscellaneous Program Income to operate said program within the City of Hoboken; **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 Head Start, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 6, 2014

Department of Community Development

_____

Brandy A. Forbes, Director

Approved as to form:

_____

Mellissa Longo, Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

James J. Farrin

CITY CLERK

25

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor

BRANDY FORBES
Director

MEMORANDUM

DATE: July 31, 2014

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
Quentin Wiest, Business Administrator
Mellissa Longo, Corporation Counsel

FROM: Brandy Forbes, Community Development Director BF

RE: Resolutions Authorizing CDBG Funding Agreements

At the August 6, 2014 City Council meeting there will be resolutions for the award of funding for the Community Development Block Grant sub-recipients. All organizations will be receiving the same CDBG funds as last year.

In addition to the CDBG funds, the City has a trust account that is from prior CDBG program refunds. The amount in this account is finite and does not get replenished. The fund now has a balance of $131,594.06. This trust has limitations for use and is designed to be used for CDBG approved projects. In prior years the City would contribute over $100,000 from this account toward match for Child Care Services and for Family Planning. Continuing at this level of annual match funding the account would be have already depleted. However, due to last year's increase in the CDBG amount paid toward each Child Care Service provider allowed us to reduce the annual City Match amount paid from this trust and extend the City Match for multiple additional years, without reducing the total amount provided for these services. We have made these organizations aware and will continue to notify them that this match funding will end in the near future, so that they can make adjustments accordingly.

This year the total CDBG program funding and City Match will be maintained at the same total amount for all recipients (i.e., Child Care Services, Family Planning, United Cerebral Palsy, the Jubilee Center, and the Boys and Girls Club). These are the funding amounts approved by Hudson County in the attached award letter.

If you have any questions regarding this funding, please contact Business Administrator Quentin Wiest and we will work together to answer your questions.

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2233 fax (201) 420-2096

24

Sponsored By: _____

Co-Sponsored By: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH THE JUBILEE CENTER

Whereas, the Board of Directors of The Jubilee Center, located at 601 Jackson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of After School and Summer Programs 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 out of available Hudson County Community Development Block Grant funds to operate said program within the City of Hoboken; **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 Jubilee Center, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 6, 2014

Department of Community Development

Brandy A. Forbes, Director

Approved as to form:

Mellissa Longo, Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 6 2014

James J. Farrin

CITY CLERK

24

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor

BRANDY FORBES
Director

MEMORANDUM

DATE: July 31, 2014

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
Quentin Wiest, Business Administrator
Mellissa Longo, Corporation Counsel

FROM: Brandy Forbes, Community Development Director BF

RE: Resolutions Authorizing CDBG Funding Agreements

At the August 6, 2014 City Council meeting there will be resolutions for the award of funding for the Community Development Block Grant sub-recipients. All organizations will be receiving the same CDBG funds as last year.

In addition to the CDBG funds, the City has a trust account that is from prior CDBG program refunds. The amount in this account is finite and does not get replenished. The fund now has a balance of $131,594.06. This trust has limitations for use and is designed to be used for CDBG approved projects. In prior years the City would contribute over $100,000 from this account toward match for Child Care Services and for Family Planning. Continuing at this level of annual match funding the account would be have already depleted. However, due to last year's increase in the CDBG amount paid toward each Child Care Service provider allowed us to reduce the annual City Match amount paid from this trust and extend the City Match for multiple additional years, without reducing the total amount provided for these services. We have made these organizations aware and will continue to notify them that this match funding will end in the near future, so that they can make adjustments accordingly.

This year the total CDBG program funding and City Match will be maintained at the same total amount for all recipients (i.e., Child Care Services, Family Planning, United Cerebral Palsy, the Jubilee Center, and the Boys and Girls Club). These are the funding amounts approved by Hudson County in the attached award letter.

If you have any questions regarding this funding, please contact Business Administrator Quentin Wiest and we will work together to answer your questions.

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2233 fax (201) 420-2096

COUNTY OF HUDSON
DEPARTMENT OF PARKS AND COMMUNITY SERVICES
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
257 CORNELISON AVENUE, ROOM 2001
JERSEY CITY, NEW JERSEY 07302

THOMAS A. DEGISE
County Executive

MICHELLE E. RICHARDSON
Director

RANDI A. MOORE
Division Chief

Phone: (201) 369-4520
Fax: (201) 369-4523
or (201) 369-4528

July 3, 2014

Mayor Dawn Zimmer
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Dear Mayor Zimmer:

The Hudson County Division of Housing and Community Development is pleased to announce that the U.S. Department of Housing and Urban Development (HUD) has approved the Hudson County Consolidated Plan for Fiscal Year 2014 (July 1, 2014 through June 30, 2015). The Consolidated Plan provides the framework for establishing the County's housing and community development objectives. Included in the Consolidated Plan are the Community Development Block Grant (CDBG) activities that will be undertaken to revitalize neighborhoods, to expand economic opportunities for low and moderate income persons, and to provide community facilities and services that address the needs of our low income population. Allocations of funds were based on the applications submitted by participating municipalities and non profit organizations. Consideration was given to applications that realistically indicated the amount of funding necessary to bring a project to fruition on a timely basis.

The following is the approved project(s) for the Fiscal Year 2014:

Hoboken – Multi-Service Center Improvements - $275,000.00
Hoboken – United Cerebral Palsy - $2,000.00
Hoboken – Jubilee Center - $20,000.00
Hoboken – City Recreation Program - $5,000.00
Hoboken – Child Care Services - $88,000.00
Hoboken – Family Planning - $20,000.00

Attached please find two (2) copies of the Subrecipient Agreement(s) for signature. Upon completion, please send the original documents to the Division for execution by the County Executive. In the event that the amount awarded was less than requested in separate budget line items, you will be required to provide a revised budget.

The Division looks forward to working with you in the coming Fiscal Year and is available for assistance as may be required. In the event that you have any questions or require additional information, please do not hesitate to contact me at (201) 369-4520.

Sincerely,

H. Hanks

Heather Hanks
Management Assistant
Hudson County Division of Housing and Community Development

xc. Randi Moore, Division Chief
Christopher Brown, P.P., AICP, LEED-GA via Email

HUDSON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT
PUBLIC SERVICE

PROGRAM YEAR: 2014

JUBILEE CENTER
5-05D1-14

CITY OF HOBOKEN

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
COUNTY OF HUDSON
257 CORNELISON AVENUE
JERSEY CITY, NEW JERSEY 07302

THIS AGREEMENT entered into this _____day of_____2014 by and between the COUNTY OF HUDSON, NEW JERSEY, (hereinafter referred to as the "County") and City of Hoboken hereinafter referred to as the "Subrecipient").

WHEREAS, the County 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 Board of Chosen Freeholders of the County of Hudson approved the Hudson County Community Development Block Grant ("CDBG") Program, which was submitted to the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in undertaking and carrying out projects under the Hudson County CDBG Program in compliance with all applicable local, and federal laws, regulations and policies; and

WHEREAS, the Hudson County CDBG Program included a project description and program funds for the Subrecipient's project;

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

ARTICLE 1 -- PROJECT

SECTION 1: SCOPE OF SERVICES

1.1 ACTIVITIES

A. **General Statement**: The Subrecipient will be responsible for the administration of a project entitled "Jubilee Center" 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 County and consistent with any standards required as a condition of providing these funds. Such program(s) will include the following activities eligible under the CDBG Program:

B. **Program Delivery**

Jubilee Center: Funding provided for a Program Coordinator position at the Jubilee Center, which provides year-round after-school and summer programming to 100 low and moderate income children grades K-6 who live in public housing. Service Include; homework assistance and academic support, arts curriculum, nutritious daily meals, health and wellness activities, opportunities for community service, and positive recreational activities.

C. **Administration**: The entire CDBG project budget will fund personnel expenses, program coordinators. Duties include management and coordination to provide after school and summer programming for low-income youth, coordination of special program events and program activities and coordination of programming provided in partnerships with other agencies.

D. **Income Benefit Goals:** It is anticipated that approximately 100 unduplicated low-to moderate income clients will be served over the course of this 12-month Agreement.

E. **Program Income:**

a. The receipt of all program income, as defined in 24 CFR 570.500(a), if there is any, shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.
b. All program income earned by the Subrecipient shall be remitted to the County on a quarterly basis within 30 days of the end of the program year quarter (i.e. by the end of December, March, June, and September). These funds may be returned to the remitting Subrecipient via subsequent reprogramming. However, the County retains the right to allocate all program income as the County deems appropriate.
c. Proceeds from the sale or other distribution of personal property shall be governed in accordance with 24 CFR 85.32

1.2 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 Objective of 05D Youth Services requirements as state in 24 CFR 570.201(e).

1.3 GOALS AND PERFORMANCE MEASURES

The Subrecipient agrees to provide the following levels of program services and indicators:

The proposed objective of the 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 low and moderate income children will have access for participate in the programs. The performance measurement used for the success of the project is the number of youth utilizing the programs offered at the Jubilee Center.

1.4 PERFORMANCE MONITORING

The County will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days (or longer, at the discretion of the County, after discussions with the Subrecipeint) after being notified by the County, suspension or termination procedures will be initiated.

SECTION 2: PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 601 Jackson Street, Hoboken, NJ 07030

Service Area: N/A

Matrix Code: 05D Youth Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $20,000.00

SECTION 3: TERMS OF AGREEMENT

3.1 Time of Performance

Services of the Subrecipient shall start July 1, 2014 and end on June 30, 2015. 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 or other Community Development assets, including program income.

3.2 Compensation

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed $20,000.00.

The project budget shall be set forth in Attachment A.

3.3 Program Reporting

The Subrecipient will direct all communications concerning this Subrecipient Agreement to the Division Chief, Division of Housing and Community Development, County of Hudson, 257 Cornelison Avenue, Jersey City, New Jersey 07302, and will file the following documents with the County Community Development Program:

3.4 Progress Reports

The Subrecipient shall submit project status reports and financial status reports on a regular basis according to a schedule determined by the County and in a format acceptable to the County.

3.5 Amendments

The County and/or the Subrecipient may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the County and the Subrecipient shall be incorporated in written amendments to this Subrecipient Agreement.

3.6 Terminations

This Subrecipient Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Article 3.

3.7 Program Cancellation

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

3.8 Citizen Participation

The Subrecipient agrees to comply with the requirements of the Citizen Participation Plan as adopted by the County of Hudson.

3.9 Monitoring

A. The County shall provide written notice of monitoring site visits to permit the Subrecipient to prepare such information and materials as may be desired on such visits.

B. All documents, reports and other applicable information that result from such site visits shall be made available to the Subrecipient within five days after receipt from HUD.

C. In addition, the County agrees to provide the Subrecipient with copies of documents submitted to HUD within five days after receipt from HUD.

ARTICLE 2 – FINANCE

SECTION 1: BUDGET

The Subrecipient in performing the services under this Agreement and will abide by the terms of the budget as set forth in Attachment A.

SECTION 2: METHOD OF PAYMENT

2.1 General Statement

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

2.2 Payments

The County agrees to pay the Subrecipient the amount set forth in Article 1, Section 2, upon submission of a bonafide County Voucher together with the necessary information to document the bill submitted for payment. Payments may be made as appropriate, upon submission of a proper voucher and supporting documentation. The County will provide the Subrecipient with the procedures applicable to progress payments. ***See Attachment B for required supporting documentation for proper voucher submission.***

2.3 Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

A. Upon written request by the Subrecipient, the County shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;

B. The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the County or its designee,; and

Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the County. Upon completion of all requirements, the County will provide a closeout certification letter

SECTION 3: FINANCIAL RECORDS

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 570.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allow-ability of all costs, among other requirements. The Subrecipient will designated a representative to be responsible for the administration of the project and receive all communications from the County.

ARTICLE 3 – GENERAL PROGRAM CONDITIONS, REGULATIONS, AND REQUIREMENTS

SECTION 1: COMPLIANCE WITH FEDERAL REGULATIONS

1.1 General Conditions

The Subrecipient agrees to comply with all of the requirements concerning the Community Development Block Grant (CDBG) Program and all federal requirements governing the grant of money under such regulations, except that:

A. The Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.64; and

B. The County retains responsibility for initiating the review process under the provisions of 24 CFR Part 52

The Subrecipient shall comply with all applicable Federal laws, regulations and requirements and all provisions of this Agreement, which include compliance with the provisions of the Housing and Community Development Act and all rules, regulations, guidelines, and circulars, promulgated by the various Federal departments, agencies, administrations and commissions relations to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;

- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.);
- Flood Disaster Protection Act of 1973.
- Colorado House Bill 06-1023 and 06-1043

1.2 Compliance with Uniform Administrative Requirements and Cost Principals

A. Governmental Entities: Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87 "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- Section 85.3, "Definitions "
- Section 85.6, "Exceptions"
- Section 85.12, "special grant or subgrant conditions for high-risk grantees"
- Section 85.20, "Standards for financial management systems", except paragraph (a)
- Section 85.21, "Payment", except as modified by Section 570.513
- Section 85.22, "Allowable costs"
- Section 85.26, "non-federal audits"
- Section 85.26, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income
- Section 85.33, "Supplies"
- Section 85.34, "Copyrights"
- Section 85.35, "Subawards to debarred and suspended parities"
- Section 85.36, "Procurement", except paragraph (a)
- Section 85.37, "Subgrants"
- Section 85.40, "Monitoring and reporting program performance" except paragraphs (b)-(d) and (f)
- Section 85.41, "Financial Reporting", except paragraphs (a), (b) and (e)
- Section 85.42, "Retention and access requirements for records"
- Section 85.43, "Enforcement"
- Section 85.44, "Termination for convenience"
- Section 85.51, "Later disallowances and adjustments" and
- Section 85.52, "Collection of amounts due"

B. Non-Governmental Entities: Subrecipients, which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions" as applicable, and the following Attachments to OMB Circular No. A-110:

- Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.
- Attachment B, "Bonding and Insurance",

- Attachment C, "Retention and Custodial Requirements for Records", except in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts for the date of submission of the annual performance and evaluation report as prescribed in Section 570.507, in which the specific activity is reported on for the first time;
- Attachment F, "Standards for Financial Management Systems"
- Attachment H, "Monitoring and Reporting Program Performance", paragraph 2
- Attachment N, "Property Management Standards", except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient, and
- Attachment O, "Procurement Standards"

1.3 <u>Compliance Regarding Audits and Inspections</u>

A. At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement. The Subrecipient will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

B. In addition, in accordance with 24 CFR 570.502 (b) and the Single Audit Act of 1984, (Pub. L.98-502), non-profit organizations/Subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive at least $500,000 per year in Federal awards shall have an audit made in accordance with Circular a-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

b. Non-profit institutions receiving less than $500,000 per year in Federal awards are exempt from Federal audit requirements, but records must be available for review for appropriate officials of the Federal grantor agency or subgranting agency.

1.4 <u>Suspension or Termination</u>

A. If the Subrecipient materially fails to comply with any term or provisions of this Agreement, whether stated in a federal statue or regulation, an assurance or in an application or if the Subrecipient breaches any term or provision of this Agreement, the County may take one or more of the following actions.

1. Temporarily withhold cash payments pending correction of the deficiency of the Subrecipient.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or in part suspend or terminate the Agreement for the Subrecipient's program;

4. Withhold further grant awards under the CDBG program; or

5. Take such other remedies as may be legally available to the County.

B. With respect to such action by the County, the Subrecipient shall be afforded an opportunity for such hearing or appeal to which the Subrecipient is entitled by applicable statue or regulation.

C. Costs incurred by Subrecipient during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were nor suspended or terminated.

D. Except as provided in 1 above, this Agreement may be terminated in whole or in part in the following manner.

1. by the County with the consent of the Subrecipient. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

2. by the Subrecipient upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

3. by the County upon written notification to the Subrecipient, setting forth the reasons and basis for the termination, the effective date and in the case of a partial termination, the portion to be terminated.

E. It is further expressly understood and agreed that should the funding for Title 1 of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

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

SECTION 2 – ADMINISTRATIVE REQUIREMENTS

2.1 Financial Management

A. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 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.

B. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

2.2 Documentation and Record Keeping

A. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- Other records necessary to document compliance with Subpart 24 CFR 570.506

B. Retention

Records, supporting documents statistical records, and all other records pertinent to this Subrecipient Agreement shall be retained by the Subrecipient for a period of three years form the date of its last Semi-Annual report on the project except as follows:

1. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall retained for at least three years after final resolution of such matters with the Federal government and the County.

2. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

3. Records for any displaced person shall be retained for three years after that person has received final payment.

4. The Subrecipient agrees to provided the County with a property inventory.

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

C. 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, demographic information and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

D. 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 Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, 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 thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement 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 OMB Circular A-133.

2.3 <u>Use and Reversion of Assets</u>

A. Upon the expiration of the Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable

which are attributable to the use of CDBG funds. In addition, Subrecipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

B. Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

1. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subrecipient Agreement or such longer period as determined appropriate by the County; or

2. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in 1 above. Such value attributable non-CDBG funds acquisition.

2.4 Insurance

This Subrecipient Agreement shall not take effect and the Subrecipient shall not commence work under this Subrecipient Agreement until all insurance required hereunder and certifies of proof have been furnished to the County. All said insurance of the Subrecipient shall contain a clause indemnifying and saving harmless the County, its agents servants, and employees from any and all liability of whatever nature arising out of the Subrecipient, the service performed by the Subrecipient and the work performed under this Subrecipient Agreement. The County its agencies, departments and employees shall be named as a additional insured under said policy of insurance. The required insurance is set forth as follows:

A. Liability Insurance – Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance – With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft – For personal property used in the Program belonging to either the Subrecipient, or third parities with limits of $50,000 or $1,000,000.

D. The Subrecipient shall have and maintain during the life of this Subrecipient Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subrecipient.

2.5 Licensing

A. The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the County is providing funding under this Agreement, the County may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the County.

SECTION 3: WORKPLACE/PERSONNEL

3.1 Compliance with Equal Employment Opportunity Requirements (EEO/AA Statement)

A. The Subrecipient shall comply with all provisions of Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR 60).

B. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action Employer.

C. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

E. Subcontract Provisions: The Subrecipient will include the provisions of this section 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.

3.2 Civil Rights

A. **General Compliance**

The Subrecipient agrees to comply with:

- 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

B. **Nondiscrimination**

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;

2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;

3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;

4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;

5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.

6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

C. **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 Agreement, 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.

D. **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.

E. **Architectural Barriers Act/Americans with Disabilities Act**

The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3.3 <u>Affirmative Action</u>

A. **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.

B. **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 Agreement. As used in this Agreement, 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.

C. **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.

D. **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.

3.4 Federal Labor Standard Requirements

A. 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. 3141 *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 it's 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 County for review.

B. 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.

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

3.5 Employment Restrictions

A. General 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.

B. **Drug-Free Workplace**

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

   i. The dangers of drug abuse in the workplace;

   ii. The Subrecipient's policy of maintaining a drug-free workplace;

   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

C. **"Section 3" Clause**

1. The Subrecipient agrees that in planning, and carrying out the project described in Article 1, to the greatest extent feasible:

   a. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or County of Hudson; and

b. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in the County of Hudson.

2. The Subrecipient shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

3.

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1974, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in , the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

b. The Subrecipient further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

D. **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 5 USC 7321 *et seq.*

E. **Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

1. 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.

2. No employee, officer or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. 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.

F. **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 31 U.S.C 1352 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.

G. **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.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

b. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

c. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

SECTION 4: ENVIRONMENTAL CONDITIONS AND DETERMINATION OF EXEMPTION

The above referenced program/project, funded by Hudson County, Division of Housing and Community Development Block Grant funds, has been reviewed and determined an Exempt Activity pursuant to 24 CFR 58.34(a)(4).

4.1 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.

4.2 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).

4.3 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.

4.4 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 5: RELOCATION, REAL PROPERTY ACQUISTION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and (3) the requirements in 24 CFR 560.606(d) governing optional relocation policies. The County may, however, preempt the optional 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 of a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals and businesses) as a result of activities assisted with CDBG funds is discouraged.

SECTION 6: INDEMNIFICATION

The Subgrantee agrees to indemnify and hold harmless the County from and against any and all claims, liabilities, losses, and causes of action which may arise out of the Subgrantee's activities related to [name of program] and/or any persons acting for or on behalf of the County, from and against any relevant orders, judgments or decrees, which may be entered against the County, and from and against all costs, attorney's fees, expenses and liabilities incurred by the County in the defense of any such claims or other matters.

SECTION 7: AMENDMDENTS

The County and/or the Subgrantee may, from time to time, require changes in the scope of

services to be performed hereunder. Such changes, including any change in the amount of the Subgrantee's compensation, which are mutually agreed upon by and between the County and the Subgrantee must be incorporated in written amendments to this Sub- grantee Agreement and signed by both parties to be binding.

SECTION 8: NOTICE

The Subgrantee and the County agree that all notices required by this Agreement, shall be in writing and delivered by U.S. Mail, by messenger, or personally delivered to the office of the duly authorized representative of the Subgrantee or the County as specified herein:

Hudson County:
Hudson County Division of Housing and Community Development,
257 Cornelison Avenue, 2nd Floor
Jersey City, New Jersey 07302

SECTION 9: SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision, shall be deemed modified to the extent necessary in order to conform with such laws, or if modification is not possible, then same shall be deemed severed and the remaining terms and provisions shall remain in full force and effect.

SECTION 10: NO WAIVER BY COUNTY

No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision herein. The County may exercise any right under this Agreement or under any applicable law, even if the County has delayed in exercising that right or has agreed in an earlier instance not to exercise that right.

SECTION 11: ENTIRE AGREEMENT

This Agreement, along with any exhibits, appendices, addendums, schedules and amendments hereto, constitutes the entire Agreement between the County and Subgrantee with respect to the use of ESG funds received under this Agreement.

SECTION 12: SUCCESSSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, and their respective legal representatives, successors, and assigns.

SECTION 13: OBLIGATIONS OF SUBRECIPIENTS WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subgrantee shall remain fully obligated under the provisions of this Subgrantee Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program which is receiving funding pursuant to this Subgrantee Agreement. Any party,

which is not the Subgrantee, shall comply with all lawful requirements of the Subgrantee necessary to ensure that the program, for which assistance is being provided under this Subgrantee Agreement, is carried out in accordance with the Subgrantee's assurances and certifications to the County.

IN WITNESS WHEREOF, the County and the Subrecipient have executed this Agreement as of the date first above written.

Attest:

COUNTY EXECUTIVE OF THE COUNTY OF HUDSON, NEW JERSEY

_____
Clerk or Notary

By:_____

Name: Thomas A. DeGise

Title: County Executive

Date: _____

Attest:

City of Hoboken

_____
Clerk or Notary

By:
_____

Name:

_____

Title:

_____

Date:

_____

ATTACHMENT A -- BUDGET

Section 1.

NON-CONSTRUCTION PROJECT
BUDGET

Budget Line Items	Total Budget	CDBG Budget
USES		
Personnel Costs*		
Grendaly Lopez	$10,000.00	$10,000.00
Johnnie Dyer	$10,000.00	$10,000.00
Consultant Services	$	$
Contract Services	$	$
Office Supplies	$	$
Office Rental	$	$
Equipment Rental and Purchase	$	$
Phone	$	$
Copying/Printing	$	$
Fuel/Electric	$	$
Other (specify)	$	$
Other (specify)	$	$
Other (specify)	$	$
Other (specify)	$	$
Other (specify)	$	$
Other (specify)	$	$
Total Uses	**$20,000.00**	**$20,000.00**
SOURCES		
Requested CDBG	$20,000.00	
Other (specify)	$	
Other (specify)	$	
Other (specify)	$	
Other (specify)	$	
Other (specify)	$	
Other (specify)	$	
Total Sources	$20,000.00	

Section 2: PROJECT STATUS REPORT

A Semi-Annual report describing project status will be issued to the Subrecipient and is to be completed and submitted to the Division of Community Development on a Semi-Annual basis (July 1,-December 30,) and (January 1, -June 30).

ATTACHMENT B
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1) Requests for reimbursement of expenses starting from July 1st of the fiscal year can be submitted on a monthly basis by the 5th of the month. 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 Hudson County Division of Housing and Community Development. The subrecipient must complete an invoice detailing payment requests, an official County of Hudson 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 submitted in the CDBG Project Application for Funding is on file with the Hudson County Division of Housing and 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 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. If 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 County of Hudson and the subrecipient is in place.

5) Semi Annual Reports (July1-December 31) and (January 1-June 30) must be current and on file with the Hudson County Division of Housing and 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 questions or for requests for additional documentation is needed.

ATTACHMENT C
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The County 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 assisted 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:

    - CITY OF HOBOKEN – JUBILEE CENTER

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 annual income of the family of each person receiving the benefit

    - Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

I hereby certify the above records comprising the above referenced project will be maintained:

_____ _____

Signature **Title**

Sponsored By: _____

Co-Sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH MILE SQUARE DAY CARE

Whereas, the Board of Directors of Mile Square Day Care, located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Child Care Services 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 out of available Hudson County Community Development Block Grant funds and $49,818 out of available Miscellaneous Program Income funds to operate said program within the City of Hoboken; **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 Day Care, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 6, 2014

Department of Community Development

_____

Brandy A. Forbes, Director

Approved as to form:

_____

Mellissa Longo, Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

James J. Farrin

CITY CLERK

25

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor

BRANDY FORBES
Director

MEMORANDUM

DATE: July 31, 2014

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
Quentin Wiest, Business Administrator
Mellissa Longo, Corporation Counsel

FROM: Brandy Forbes, Community Development Director BF

RE: Resolutions Authorizing CDBG Funding Agreements

At the August 6, 2014 City Council meeting there will be resolutions for the award of funding for the Community Development Block Grant sub-recipients. All organizations will be receiving the same CDBG funds as last year.

In addition to the CDBG funds, the City has a trust account that is from prior CDBG program refunds. The amount in this account is finite and does not get replenished. The fund now has a balance of $131,594.06. This trust has limitations for use and is designed to be used for CDBG approved projects. In prior years the City would contribute over $100,000 from this account toward match for Child Care Services and for Family Planning. Continuing at this level of annual match funding the account would be have already depleted. However, due to last year's increase in the CDBG amount paid toward each Child Care Service provider allowed us to reduce the annual City Match amount paid from this trust and extend the City Match for multiple additional years, without reducing the total amount provided for these services. We have made these organizations aware and will continue to notify them that this match funding will end in the near future, so that they can make adjustments accordingly.

This year the total CDBG program funding and City Match will be maintained at the same total amount for all recipients (i.e., Child Care Services, Family Planning, United Cerebral Palsy, the Jubilee Center, and the Boys and Girls Club). These are the funding amounts approved by Hudson County in the attached award letter.

If you have any questions regarding this funding, please contact Business Administrator Quentin Wiest and we will work together to answer your questions.

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2233 fax (201) 420-2096

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH UNITED CEREBRAL PALSY

Whereas, the Board of Directors of United Cerebral Palsy, located at 1005 Washington Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, a request for Hudson County Community Development Block Grant funds for the provision of Services 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 out of available Hudson County Community Development Block Grant funds to operate said program within the City of Hoboken; **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 United Cerebral Palsy, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 6, 2014

Department of Community Development

_____

Brandy A. Forbes, Director

Approved as to form:

_____

Melissa Longo, Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 6 2014

James J. Farrin

CITY CLERK

HUDSON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT
PUBLIC SERVICE

PROGRAM YEAR: 2014

UNITED CEREBRAL PALSY
5-05B1-14

CITY OF HOBOKEN

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
COUNTY OF HUDSON
257 CORNELISON AVENUE
JERSEY CITY, NEW JERSEY 07302

THIS AGREEMENT entered into this _____day of_____2014 by and between the COUNTY OF HUDSON, NEW JERSEY, (hereinafter referred to as the "County") and City of Hoboken hereinafter referred to as the "Subrecipient").

WHEREAS, the County 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 Board of Chosen Freeholders of the County of Hudson approved the Hudson County Community Development Block Grant ("CDBG") Program, which was submitted to the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in undertaking and carrying out projects under the Hudson County CDBG Program in compliance with all applicable local, and federal laws, regulations and policies; and

WHEREAS, the Hudson County CDBG Program included a project description and program funds for the Subrecipient's project;

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

ARTICLE 1 -- PROJECT

SECTION 1: SCOPE OF SERVICES

1.1 ACTIVITIES

A. **General Statement**: The Subrecipient will be responsible for the administration of a project entitled "United Cerebral Palsy Program" and will be awarded $2,000.00 in Community Development Block Grant ("CDBG") Funds to provide skills, health education, learning, therapies and recreation services persons with Cerebral Palsy and other disabilites. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Such program(s) will include the following activities eligible under the CDBG Program:

B. **Program Delivery**

United Cerebral Palsy Program: Funding provided to advance the independence, productivity and full citizenship of 8 people with Cerebral Palsy and other disabilities through skill, learning, health education, therapies and recreation.

C. **Administration**: N/A

D. **Income Benefit Goals:** It is anticipated that approximately 8 unduplicated low-to moderate income clients will be served over the course of this 12-month Agreement.

E. **Program Income:**

a. The receipt of all program income, as defined in 24 CFR 570.500(a), if there is any, shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.
b. All program income earned by the Subrecipient shall be remitted to the County on a quarterly basis within 30 days of the end of the program year quarter (i.e. by the end of December, March, June, and September). These funds may be returned to the remitting Subrecipient via subsequent reprogramming. However, the County retains the right to allocate all program income as the County deems appropriate.
c. Proceeds from the sale or other distribution of personal property shall be governed in accordance with 24 CFR 85.32

1.2 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 Objective of 05B Handicapped Services requirements as state in 24 CFR 570.201(e).

1.3 GOALS AND PERFORMANCE MEASURES

The Subrecipient agrees to provide the following levels of program services and indicators:

The proposed objective of the project is to create a suitable living environment by expansion of public services for the disabled and special needs populations. The services provided will assist special needs adults in living independently. The proposed outcome of the project is that 8 disabled adults will have improved access to the special needs program at the United Cerebral Palsy. The performance measurement used for the success of the project is the number of disabled adults utilizing the handicap services provided.

1.4 PERFORMANCE MONITORING

The County will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days (or longer, at the discretion of the County, after discussions with the Subrecipeint) after being notified by the County, suspension or termination procedures will be initiated.

SECTION 2: PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 1005 Washington Avenue, Hoboken, NJ 07030

Service Area: N/A

Matrix Code: 05B Handicapped Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $2,000.00

SECTION 3: TERMS OF AGREEMENT

3.1 Time of Performance

Services of the Subrecipient shall start July 1, 2014 and end on June 30, 2015. 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 or other Community Development assets, including program income.

3.2 Compensation

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed $2,000.00.

The project budget shall be set forth in Attachment A.

3.3 Program Reporting

The Subrecipient will direct all communications concerning this Subrecipient Agreement to the Division Chief, Division of Housing and Community Development, County of Hudson, 257 Cornelison Avenue, Jersey City, New Jersey 07302, and will file the following documents with the County Community Development Program:

3.4 Progress Reports

The Subrecipient shall submit project status reports and financial status reports on a regular basis according to a schedule determined by the County and in a format acceptable to the County.

3.5 Amendments

The County and/or the Subrecipient may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's

compensation, which are mutually agreed upon by and between the County and the Subrecipient shall be incorporated in written amendments to this Subrecipient Agreement.

3.6 Terminations

This Subrecipient Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Article 3.

3.7 Program Cancellation

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

3.8 Citizen Participation

The Subrecipient agrees to comply with the requirements of the Citizen Participation Plan as adopted by the County of Hudson.

3.9 Monitoring

A. The County shall provide written notice of monitoring site visits to permit the Subrecipient to prepare such information and materials as may be desired on such visits.

B. All documents, reports and other applicable information that result from such site visits shall be made available to the Subrecipient within five days after receipt from HUD.

C. In addition, the County agrees to provide the Subrecipient with copies of documents submitted to HUD within five days after receipt from HUD.

ARTICLE 2 – FINANCE

SECTION 1: BUDGET

The Subrecipient in performing the services under this Agreement and will abide by the terms of the budget as set forth in Attachment A.

SECTION 2: METHOD OF PAYMENT

2.1 General Statement

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

2.2 Payments

The County agrees to pay the Subrecipient the amount set forth in Article 1, Section 2, upon submission of a bonafide County Voucher together with the necessary information to document the bill submitted for payment. Payments may be made as appropriate, upon submission of a proper voucher and supporting documentation. The County will provide the Subrecipient with the procedures applicable to progress payments. ***See Attachment B for required supporting documentation for proper voucher submission.***

2.3 Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

A. Upon written request by the Subrecipient, the County shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;

B. The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the County or its designee,; and

Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the County. Upon completion of all requirements, the County will provide a closeout certification letter

SECTION 3: FINANCIAL RECORDS

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 570.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allow-ability of all costs, among other requirements. The Subrecipient will designated a representative to be responsible for the administration of the project and receive all communications from the County.

ARTICLE 3 – GENERAL PROGRAM CONDITIONS, REGULATIONS, AND REQUIREMENTS

SECTION 1: COMPLIANCE WITH FEDERAL REGULATIONS

1.1 General Conditions

The Subrecipient agrees to comply with all of the requirements concerning the Community Development Block Grant (CDBG) Program and all federal requirements governing the grant of money under such regulations, except that:

A. The Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.64; and

B. The County retains responsibility for initiating the review process under the provisions of 24 CFR Part 52

The Subrecipient shall comply with all applicable Federal laws, regulations and requirements and all provisions of this Agreement, which include compliance with the provisions of the Housing and Community Development Act and all rules, regulations, guidelines, and circulars, promulgated by the various Federal departments, agencies, administrations and commissions relations to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;

- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.);
- Flood Disaster Protection Act of 1973.
- Colorado House Bill 06-1023 and 06-1043

1.2 Compliance with Uniform Administrative Requirements and Cost Principals

A. Governmental Entities: Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87 "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- Section 85.3, "Definitions "
- Section 85.6, "Exceptions"
- Section 85.12, "special grant or subgrant conditions for high-risk grantees"
- Section 85.20, "Standards for financial management systems", except paragraph (a)
- Section 85.21, "Payment", except as modified by Section 570.513
- Section 85.22, "Allowable costs"
- Section 85.26, "non-federal audits"
- Section 85.26, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income
- Section 85.33, "Supplies"
- Section 85.34, "Copyrights"
- Section 85.35, "Subawards to debarred and suspended parities"
- Section 85.36, "Procurement", except paragraph (a)
- Section 85.37, "Subgrants"
- Section 85.40, "Monitoring and reporting program performance" except paragraphs (b)-(d) and (f)
- Section 85.41, "Financial Reporting", except paragraphs (a), (b) and (e)
- Section 85.42, "Retention and access requirements for records"
- Section 85.43, "Enforcement"
- Section 85.44, "Termination for convenience"
- Section 85.51, "Later disallowances and adjustments" and
- Section 85.52, "Collection of amounts due"

B. Non-Governmental Entities: Subrecipients, which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions" as applicable, and the following Attachments to OMB Circular No. A-110:

- Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.
- Attachment B, "Bonding and Insurance",

- Attachment C, "Retention and Custodial Requirements for Records", except in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts for the date of submission of the annual performance and evaluation report as prescribed in Section 570.507, in which the specific activity is reported on for the first time;
- Attachment F, "Standards for Financial Management Systems"
- Attachment H, "Monitoring and Reporting Program Performance", paragraph 2
- Attachment N, "Property Management Standards", except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient, and
- Attachment O, "Procurement Standards"

1.3 Compliance Regarding Audits and Inspections

A. At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement. The Subrecipient will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

B. In addition, in accordance with 24 CFR 570.502 (b) and the Single Audit Act of 1984, (Pub. L.98-502), non-profit organizations/Subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive at least $500,000 per year in Federal awards shall have an audit made in accordance with Circular a-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

b. Non-profit institutions receiving less than $500,000 per year in Federal awards are exempt from Federal audit requirements, but records must be available for review for appropriate officials of the Federal grantor agency or subgranting agency.

1.4 Suspension or Termination

A. If the Subrecipient materially fails to comply with any term or provisions of this Agreement, whether stated in a federal statue or regulation, an assurance or in an application or if the Subrecipient breaches any term or provision of this Agreement, the County may take one or more of the following actions.

1. Temporarily withhold cash payments pending correction of the deficiency of the Subrecipient.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or in part suspend or terminate the Agreement for the Subrecipient's program;

4. Withhold further grant awards under the CDBG program; or

5. Take such other remedies as may be legally available to the County.

B. With respect to such action by the County, the Subrecipient shall be afforded an opportunity for such hearing or appeal to which the Subrecipient is entitled by applicable statue or regulation.

C. Costs incurred by Subrecipient during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were nor suspended or terminated.

D. Except as provided in 1 above, this Agreement may be terminated in whole or in part in the following manner.

1. by the County with the consent of the Subrecipient. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

2. by the Subrecipient upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

3. by the County upon written notification to the Subrecipient, setting forth the reasons and basis for the termination, the effective date and in the case of a partial termination, the portion to be terminated.

E. It is further expressly understood and agreed that should the funding for Title 1 of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

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

SECTION 2 – ADMINISTRATIVE REQUIREMENTS

2.1 Financial Management

A. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 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.

B. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

2.2 Documentation and Record Keeping

A. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- Other records necessary to document compliance with Subpart 24 CFR 570.506

B. Retention

Records, supporting documents statistical records, and all other records pertinent to this Subrecipient Agreement shall be retained by the Subrecipient for a period of three years form the date of its last Semi-Annual report on the project except as follows:

1. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall retained for at least three years after final resolution of such matters with the Federal government and the County.

2. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

3. Records for any displaced person shall be retained for three years after that person has received final payment.

4. The Subrecipient agrees to provided the County with a property inventory.

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

C. 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, demographic information and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

D. 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 Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, 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 thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement 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 OMB Circular A-133.

2.3 <u>Use and Reversion of Assets</u>

A. Upon the expiration of the Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable

which are attributable to the use of CDBG funds. In addition, Subrecipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

B. Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

1. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subrecipient Agreement or such longer period as determined appropriate by the County; or

2. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in 1 above. Such value attributable non-CDBG funds acquisition.

2.4 Insurance

This Subrecipient Agreement shall not take effect and the Subrecipient shall not commence work under this Subrecipient Agreement until all insurance required hereunder and certifies of proof have been furnished to the County. All said insurance of the Subrecipient shall contain a clause indemnifying and saving harmless the County, its agents servants, and employees from any and all liability of whatever nature arising out of the Subrecipient, the service performed by the Subrecipient and the work performed under this Subrecipient Agreement. The County its agencies, departments and employees shall be named as a additional insured under said policy of insurance. The required insurance is set forth as follows:

A. Liability Insurance – Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance – With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft – For personal property used in the Program belonging to either the Subrecipient, or third parities with limits of $50,000 or $1,000,000.

D. The Subrecipient shall have and maintain during the life of this Subrecipient Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subrecipient.

2.5 Licensing

A. The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the County is providing funding under this Agreement, the County may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the County.

SECTION 3: WORKPLACE/PERSONNEL

3.1 Compliance with Equal Employment Opportunity Requirements (EEO/AA Statement)

A. The Subrecipient shall comply with all provisions of Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR 60).

B. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action Employer.

C. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

E. Subcontract Provisions: The Subrecipient will include the provisions of this section 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.

3.2 Civil Rights

A. **General Compliance**

The Subrecipient agrees to comply with:

- 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

B. Nondiscrimination

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;

2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;

3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;

4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;

5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.

6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

C. 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 Agreement, 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.

D. **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.

E. **Architectural Barriers Act/Americans with Disabilities Act**

The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3.3 <u>Affirmative Action</u>

A. **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.

B. **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 Agreement. As used in this Agreement, 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.

C. **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.

D. **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.

3.4 Federal Labor Standard Requirements

A. 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. 3141 *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 it's 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 County for review.

B. 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.

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

3.5 Employment Restrictions

A. General 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.

B. **Drug-Free Workplace**

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

   i. The dangers of drug abuse in the workplace;

   ii. The Subrecipient's policy of maintaining a drug-free workplace;

   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

C. **"Section 3" Clause**

1. The Subrecipient agrees that in planning, and carrying out the project described in Article 1, to the greatest extent feasible:

   a. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or County of Hudson; and

b. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in the County of Hudson.

2. The Subrecipient shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

3.

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1974, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in , the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

b. The Subrecipient further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

D. **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 5 USC 7321 *et seq.*

E. **Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

1. 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.

2. No employee, officer or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. 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.

F. **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 31 U.S.C 1352 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.

G. **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.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

b. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

c. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

SECTION 4: ENVIRONMENTAL CONDITIONS AND DETERMINATION OF EXEMPTION

The above referenced program/project, funded by Hudson County, Division of Housing and Community Development Block Grant funds, has been reviewed and determined an Exempt Activity pursuant to 24 CFR 58.34(a)(4).

4.1 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.

4.2 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).

4.3 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.

4.4 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 5: RELOCATION, REAL PROPERTY ACQUISTION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and (3) the requirements in 24 CFR 560.606(d) governing optional relocation policies. The County may, however, preempt the optional 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 of a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals and businesses) as a result of activities assisted with CDBG funds is discouraged.

SECTION 6: INDEMNIFICATION

The Subgrantee agrees to indemnify and hold harmless the County from and against any and all claims, liabilities, losses, and causes of action which may arise out of the Subgrantee's activities related to [name of program] and/or any persons acting for or on behalf of the County, from and against any relevant orders, judgments or decrees, which may be entered against the County, and from and against all costs, attorney's fees, expenses and liabilities incurred by the County in the defense of any such claims or other matters.

SECTION 7: AMENDMDENTS

The County and/or the Subgrantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any change in the amount of the Subgrantee's compensation, which are mutually agreed upon by and between the County and the Subgrantee must be incorporated in written amendments to this Sub- grantee Agreement and signed by both parties to be binding.

SECTION 8: NOTICE

The Subgrantee and the County agree that all notices required by this Agreement, shall be in writing and delivered by U.S. Mail, by messenger, or personally delivered to the office of the duly authorized representative of the Subgrantee or the County as specified herein:

Hudson County:
Hudson County Division of Housing and Community Development,
257 Cornelison Avenue, 2nd Floor
Jersey City, New Jersey 07302

SECTION 9: SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision, shall be deemed modified to the extent necessary in order to conform with such laws, or if modification is not possible, then same shall be deemed severed and the remaining terms and provisions shall remain in full force and effect.

SECTION 10: NO WAIVER BY COUNTY

No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision herein. The County may exercise any right under this Agreement or under any applicable law, even if the County has delayed in exercising that right or has agreed in an earlier instance not to exercise that right.

SECTION 11: ENTIRE AGREEMENT

This Agreement, along with any exhibits, appendices, addendums, schedules and amendments hereto, constitutes the entire Agreement between the County and Subgrantee with respect to the use of ESG funds received under this Agreement.

SECTION 12: SUCCESSSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, and their respective legal representatives, successors, and assigns.

SECTION 13: OBLIGATIONS OF SUBRECIPIENTS WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subgrantee shall remain fully obligated under the provisions of this Subgrantee Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program which is receiving funding pursuant to this Subgrantee Agreement. Any party, which is not the Subgrantee, shall comply with all lawful requirements of the Subgrantee necessary to ensure that the program, for which assistance is being provided under this Subgrantee Agreement, is carried out in accordance with the Subgrantee's assurances and certifications to the County.

IN WITNESS WHEREOF, the County and the Subrecipient have executed this Agreement as of the date first above written.

Attest:

COUNTY EXECUTIVE OF THE COUNTY OF HUDSON, NEW JERSEY

_____
Clerk or Notary

By:_____

Name: Thomas A. DeGise

Title: County Executive

Date: _____

Attest:

City of Hoboken

_____

By:

_____

Clerk or Notary

Name:

_____

Title:

_____

Date:

_____

ATTACHMENT A -- BUDGET

Section 1.

NON-CONSTRUCTION PROJECT
BUDGET

Budget Line Items	Total Budget	CDBG Budget
USES		
Personnel Costs*	$161,100.00	$
Consultant Services	$	$
Contract Services	$	$
Office Supplies	$4,810.00	$
Office Rental	$69,914.00	$
Equipment Rental and Purchase	$2,900.00	$
Phone	$2,412.00	$
Copying/Printing	$1,210.00	$
Fuel/Electric	$10,400.00	$2,000.00
Other (specify)**Building Repairs & Maintenance**	$4,800.00	$
Other (specify)**Other Facility Costs**	$2,580.00	$
Other (specify)**Admin & Gen. Support**	$46,120.00	$
Other (specify)**Travel & Transportation**	$28,100.00	$
Total Uses	**$334,346.00**	**$2,000.00**

SOURCES	
Requested CDBG	$2,000.00
Other (specify) **Organizational Fundraising**	$332,346.00
Other (specify)	$
Other (specify)	$
Total Sources	$335,473.00

Section 2: PROJECT STATUS REPORT

A Semi-Annual report describing project status will be issued to the Subrecipient and is to be completed and submitted to the Division of Community Development on a Semi-Annual basis (July 1,-December 30,) and (January 1, -June 30).

ATTACHMENT B
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1) Requests for reimbursement of expenses starting from July 1st of the fiscal year can be submitted on a monthly basis by the 5th of the month. 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 Hudson County Division of Housing and Community Development. The subrecipient must complete an invoice detailing payment requests, an official County of Hudson 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 submitted in the CDBG Project Application for Funding is on file with the Hudson County Division of Housing and 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 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. If 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 County of Hudson and the subrecipient is in place.

5) Semi Annual Reports (July1-December 31) and (January 1-June 30) must be current and on file with the Hudson County Division of Housing and 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 questions or for requests for additional documentation is needed.

ATTACHMENT C
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The County 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 assisted 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:

    - CITY OF HOBOKEN – UNITED CEREBRAL PALSY 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 annual income of the family of each person receiving the benefit

    - Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

I hereby certify the above records comprising the above referenced project will be maintained:

_____ _____

Signature **Title**

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor

BRANDY FORBES
Director

MEMORANDUM

DATE: July 31, 2014

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
Quentin Wiest, Business Administrator
Mellissa Longo, Corporation Counsel

FROM: Brandy Forbes, Community Development Director BF

RE: Resolutions Authorizing CDBG Funding Agreements

At the August 6, 2014 City Council meeting there will be resolutions for the award of funding for the Community Development Block Grant sub-recipients. All organizations will be receiving the same CDBG funds as last year.

In addition to the CDBG funds, the City has a trust account that is from prior CDBG program refunds. The amount in this account is finite and does not get replenished. The fund now has a balance of $131,594.06. This trust has limitations for use and is designed to be used for CDBG approved projects. In prior years the City would contribute over $100,000 from this account toward match for Child Care Services and for Family Planning. Continuing at this level of annual match funding the account would be have already depleted. However, due to last year's increase in the CDBG amount paid toward each Child Care Service provider allowed us to reduce the annual City Match amount paid from this trust and extend the City Match for multiple additional years, without reducing the total amount provided for these services. We have made these organizations aware and will continue to notify them that this match funding will end in the near future, so that they can make adjustments accordingly.

This year the total CDBG program funding and City Match will be maintained at the same total amount for all recipients (i.e., Child Care Services, Family Planning, United Cerebral Palsy, the Jubilee Center, and the Boys and Girls Club). These are the funding amounts approved by Hudson County in the attached award letter.

If you have any questions regarding this funding, please contact Business Administrator Quentin Wiest and we will work together to answer your questions.

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2233 fax (201) 420-2096

COUNTY OF HUDSON
DEPARTMENT OF PARKS AND COMMUNITY SERVICES
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
257 CORNELISON AVENUE, ROOM 2001
JERSEY CITY, NEW JERSEY 07302

THOMAS A. DEGISE
County Executive

MICHELLE E. RICHARDSON
Director

RANDI A. MOORE
Division Chief

Phone: (201) 369-4520
Fax: (201) 369-4523
or (201) 369-4528

July 3, 2014

Mayor Dawn Zimmer
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Dear Mayor Zimmer:

The Hudson County Division of Housing and Community Development is pleased to announce that the U.S. Department of Housing and Urban Development (HUD) has approved the Hudson County Consolidated Plan for Fiscal Year 2014 (July 1, 2014 through June 30, 2015). The Consolidated Plan provides the framework for establishing the County's housing and community development objectives. Included in the Consolidated Plan are the Community Development Block Grant (CDBG) activities that will be undertaken to revitalize neighborhoods, to expand economic opportunities for low and moderate income persons, and to provide community facilities and services that address the needs of our low income population. Allocations of funds were based on the applications submitted by participating municipalities and non profit organizations. Consideration was given to applications that realistically indicated the amount of funding necessary to bring a project to fruition on a timely basis.

The following is the approved project(s) for the Fiscal Year 2014:

Hoboken – Multi-Service Center Improvements - $275,000.00
Hoboken – United Cerebral Palsy - $2,000.00
Hoboken – Jubilee Center - $20,000.00
Hoboken – City Recreation Program - $5,000.00
Hoboken – Child Care Services - $88,000.00
Hoboken – Family Planning - $20,000.00

Attached please find two (2) copies of the Subrecipient Agreement(s) for signature. Upon completion, please send the original documents to the Division for execution by the County Executive. In the event that the amount awarded was less than requested in separate budget line items, you will be required to provide a revised budget.

The Division looks forward to working with you in the coming Fiscal Year and is available for assistance as may be required. In the event that you have any questions or require additional information, please do not hesitate to contact me at (201) 369-4520.

Sincerely,

Heather Hanks
Management Assistant
Hudson County Division of Housing and Community Development

xc. Randi Moore, Division Chief
Christopher Brown, P.P., AICP, LEED-GA via Email

27

Sponsored By: _____

Co-Sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CDBG SUBRECIPIENT CONSTRUCTION FUNDING AGREEMENT FOR CY2014 FOR THE MULTI-SERVICE CENTER IMPROVEMENTS (5-03E1-14)

Whereas, the County of Hudson and the City of Hoboken seek to enter into a subrecipient agreement for the receipt of funds from the US Government (HUD – CDBG) for the Multi-Service Center Improvement Construction Project, to be funded by the County through CDBG grants, and performed by the City in accordance with applicable laws and regulations; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the County shall provide funds in the amount of $275,000 out of available Hudson County Community Development Block Grant funds for the City to operate said program/project; **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 (as subrecipient) and County of Hudson (as recipient), and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: August 6, 2014

Department of Community Development

_____

Brandy A. Forbes, Director

Approved as to form:

_____

Mellissa Longo, Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

James J. Farrin

CITY CLERK

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor

BRANDY FORBES
Director

MEMORANDUM

DATE: July 31, 2014

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
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Mellissa Longo, Corporation Counsel

FROM: Brandy Forbes, Community Development Director BF

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If you have any questions regarding this funding, please contact Business Administrator Quentin Wiest and we will work together to answer your questions.

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July 3, 2014

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The Division looks forward to working with you in the coming Fiscal Year and is available for assistance as may be required. In the event that you have any questions or require additional information, please do not hesitate to contact me at (201) 369-4520.

Sincerely,

Heather Hanks
Management Assistant
Hudson County Division of Housing and Community Development

xc. Randi Moore, Division Chief
Christopher Brown, P.P., AICP, LEED-GA via Email

HUDSON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT
CONSTRUCTION

PROGRAM YEAR: 2014

MULTI-SERVICE CENTER IMPROVEMENTS
5-03E1-14

CITY OF HOBOKEN

DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
COUNTY OF HUDSON
257 CORNELISON AVENUE
JERSEY CITY, NEW JERSEY 07302

THIS AGREEMENT entered into this _____day of_____2014 by and between the COUNTY OF HUDSON, NEW JERSEY, (hereinafter referred to as the "County") and the City of Hoboken hereinafter referred to as the "Subrecipient").

WHEREAS, the County 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 Board of Chosen Freeholders of the County of Hudson approved the Hudson County Community Development Block Grant ("CDBG") Program, which was submitted to the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in undertaking and carrying out projects under the Hudson County CDBG Program in compliance with all applicable local, and federal laws, regulations and policies; and

WHEREAS, the Hudson County CDBG Program included a project description and program funds for the subrecipient's project;

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

ARTICLE 1 -- PROJECT

SECTION 1: SCOPE OF SERVICES

1.1 ACTIVITIES

A. **General Statement**: The Subrecipient will be responsible for the administration of a project entitled "Multi-Service Center Improvements" and will be awarded $275,000.00 in Community Development Block Grant ("CDBG") Funds to provide for the improvements for the construction of the multi-service center that houses programs that will benefit low and moderate income persons. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Such program(s) will include the following activities eligible under the CDBG Program:

B. **Program Delivery**

Multi-Service Center Improvements: Funding provided for improvements to the Multi-Service Center, a building that houses programs that provide services to the low and moderate income population of Hoboken. All the agencies in the center and all programs are designed to assist low and moderate income persons.

C. **Administration**: A portion of the CDBG project construction budget will be used for architectural/engineering fees both during pre-construction and construction phases.

D. **Income Benefit Goals:** It is anticipated that approximately 4,500 unduplicated low-to moderate income clients will be served by completion of this project.

E. **Program Income:**

a. The receipt of all program income, as defined in 24 CFR 570.500(a), if there is any, shall be recorded as part of the financial transactions of the grant activity covered by this Agreement.
b. All program income earned by the Subrecipient shall be remitted to the County on a quarterly basis within 30 days of the end of the program year quarter (i.e. by the end of December, March, June, and September). These funds may be returned to the remitting Subrecipient via subsequent reprogramming. However, the County retains the right to allocate all program income as the County deems appropriate.
c. Proceeds from the sale or other distribution of personal property shall be governed in accordance with 24 CFR 85.32

1.2 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 Subreceipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective of 03E Neighborhood Facilities requirements as state in 24 CFR 570.201(c).

1.3 GOALS AND PERFORMANCE MEASURES

The Subrecipient agrees to provide the following levels of program services and indicators:

The proposed objective of the project is to create a suitable living environment by improvement to the structural integrity and energy efficiency of a facility that provides multiple services to low and moderate income persons in the community. The proposed outcome of the project is the approximately 4,500 low and moderate persons yearly will have better access to services. The Performance Measurement used to measure project success the number of low and moderate income individuals with improved service.

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1.4 PERFORMANCE MONITORING

The County will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days (or longer, at the discretion of the County, after discussions with the Subrecipeint) after being notified by the County, suspension or termination procedures will be initiated.

SECTION 2: PROJECT DESCRIPTION

Type of Project: Public Facilities & Improvements

Project Location: 124 Grand Street, Hoboken, NJ 07030

Service Area: CT 0190.00

Matrix Code: 03E Neighborhood Facilities

Eligibility Citation: 570.201(c) : Public Facilities and Improvements

Amount Funded: $275,000.00

SECTION 3: TERMS OF AGREEMENT

3.1 Time of Performance

Services of the Subrecipient shall start Jul 1, 2014 and end on June 30, 2015. 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 or other Community Development assets, including program income.

3.2 Compensation

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed $275,000.00.

The project budget shall be set forth in Attachment A.

3.3 Program Reporting

The Subrecipient will direct all communications concerning this Subrecipient Agreement to the Division Chief, Division of Housing and Community Development, County of Hudson, 257 Cornelison Avenue, Jersey City, New Jersey 07302, and will file the following documents with the County Community Development Program:

3.4 Progress Reports

The Subrecipient shall submit project status reports and financial status reports on a regular basis according to a schedule determined by the County and in a format acceptable to the County.

3.5 Amendments

The County and/or the Subrecipient may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's

compensation, which are mutually agreed upon by and between the County and the Subrecipient shall be incorporated in written amendments to this Subrecipient Agreement.

3.6 Terminations

This Subrecipient Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Article 3.

3.7 Program Cancellation

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

3.8 Citizen Participation

The Subrecipient agrees to comply with the requirements of the Citizen Participation Plan as adopted by the County of Hudson.

3.9 Monitoring

A. The County shall provide written notice of monitoring site visits to permit the Subrecipient to prepare such information and materials as may be desired on such visits.

B. All documents, reports and other applicable information that result from such site visits shall be made available to the Subrecipient within five days after receipt from HUD.

C. In addition, the County agrees to provide the Subrecipient with copies of documents submitted to HUD within five days after receipt from HUD.

ARTICLE 2 – FINANCE

SECTION 1: BUDGET

The Subrecipient in performing the services under this Agreement and will abide by the terms of the budget as set forth in Attachment A.

SECTION 2: METHOD OF PAYMENT

2.1 General Statement

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

2.2 Payments

The County agrees to pay the Subrecipient the amount set forth in Article 1, Section 2, upon submission of a bonafide County Voucher together with the necessary information to document the bill submitted for payment. Payments may be made as appropriate, upon submission of a proper voucher and supporting documentation. The County will provide the Subrecipient with the procedures applicable to progress payments. ***See Attachment B for required supporting documentation for proper voucher submission.***

2.3 Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

A. Upon written request by the Subrecipient, the County shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;

B. The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the County or its designee,; and

Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the County. Upon completion of all requirements, the County will provide a closeout certification letter

SECTION 3: FINANCIAL RECORDS

The Subrecipient further agrees to keep financial records in accordance with HUD requirements outlined in 24 CFR 570.502. The Subrecipient must also maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allow-ability of all costs, among other requirements. The Subrecipient will designated a representative to be responsible for the administration of the project and receive all communications from the County.

ARTICLE 3 – GENERAL PROGRAM CONDITIONS, REGULATIONS, AND REQUIREMENTS

SECTION 1: COMPLIANCE WITH FEDERAL REGULATIONS

1.1 General Conditions

The Subrecipient agrees to comply with all of the requirements concerning the Community Development Block Grant (CDBG) Program and all federal requirements governing the grant of money under such regulations, except that:

A. The Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.64; and

B. The County retains responsibility for initiating the review process under the provisions of 24 CFR Part 52

The Subrecipient shall comply with all applicable Federal laws, regulations and requirements and all provisions of this Agreement, which include compliance with the provisions of the Housing and Community Development Act and all rules, regulations, guidelines, and circulars, promulgated by the various Federal departments, agencies, administrations and commissions relations to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;

- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.);
- Flood Disaster Protection Act of 1973.
- Colorado House Bill 06-1023 and 06-1043

1.2 Compliance with Uniform Administrative Requirements and Cost Principals

A. Governmental Entities: Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of OMB Circular No. A-87 "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- Section 85.3, "Definitions "
- Section 85.6, "Exceptions"
- Section 85.12, "special grant or subgrant conditions for high-risk grantees"
- Section 85.20, "Standards for financial management systems", except paragraph (a)
- Section 85.21, "Payment", except as modified by Section 570.513
- Section 85.22, "Allowable costs"
- Section 85.26, "non-federal audits"
- Section 85.26, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be program income
- Section 85.33, "Supplies"
- Section 85.34, "Copyrights"
- Section 85.35, "Subawards to debarred and suspended parities"
- Section 85.36, "Procurement", except paragraph (a)
- Section 85.37, "Subgrants"
- Section 85.40, "Monitoring and reporting program performance" except paragraphs (b)-(d) and (f)
- Section 85.41, "Financial Reporting", except paragraphs (a), (b) and (e)
- Section 85.42, "Retention and access requirements for records"
- Section 85.43, "Enforcement"
- Section 85.44, "Termination for convenience"
- Section 85.51, "Later disallowances and adjustments" and
- Section 85.52, "Collection of amounts due"

B. Non-Governmental Entities: Subrecipients, which are not governmental entities shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions" as applicable, and the following Attachments to OMB Circular No. A-110:

- Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance.
- Attachment B, "Bonding and Insurance",

- Attachment C, "Retention and Custodial Requirements for Records", except in lieu of the provisions of paragraph 4, the retention period for records pertaining to individual CDBG activities starts for the date of submission of the annual performance and evaluation report as prescribed in Section 570.507, in which the specific activity is reported on for the first time;
- Attachment F, "Standards for Financial Management Systems"
- Attachment H, "Monitoring and Reporting Program Performance", paragraph 2
- Attachment N, "Property Management Standards", except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient, and
- Attachment O, "Procurement Standards"

1.3 Compliance Regarding Audits and Inspections

A. At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement. The Subrecipient will permit the County and the Federal Government to audit examine and make excerpts or transcripts.

B. In addition, in accordance with 24 CFR 570.502 (b) and the Single Audit Act of 1984, (Pub. L.98-502), non-profit organizations/Subrecipients shall follow the subsequent requirements based on the awards received.

a. Non-profit institutions that receive at least $500,000 per year in Federal awards shall have an audit made in accordance with Circular a-133 or have an audit made of each Federal award, in accordance with Federal laws and regulations governing the programs in which they participate.

b. Non-profit institutions receiving less than $500,000 per year in Federal awards are exempt from Federal audit requirements, but records must be available for review for appropriate officials of the Federal grantor agency or subgranting agency.

1.4 Suspension or Termination

A. If the Subrecipient materially fails to comply with any term or provisions of this Agreement, whether stated in a federal statue or regulation, an assurance or in an application or if the Subrecipient breaches any term or provision of this Agreement, the County may take one or more of the following actions.

1. Temporarily withhold cash payments pending correction of the deficiency of the Subrecipient.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or in part suspend or terminate the Agreement for the Subrecipient's program;

4. Withhold further grant awards under the CDBG program; or

5. Take such other remedies as may be legally available to the County.

B. With respect to such action by the County, the Subrecipient shall be afforded an opportunity for such hearing or appeal to which the Subrecipient is entitled by applicable statue or regulation.

C. Costs incurred by Subrecipient during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subrecipient before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are non-cancellable and would be allowable if the Agreement were nor suspended or terminated.

D. Except as provided in 1 above, this Agreement may be terminated in whole or in part in the following manner.

1. by the County with the consent of the Subrecipient. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.

2. by the Subrecipient upon written notification to the County, setting forth the reasons and basis for such desired termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

3. by the County upon written notification to the Subrecipient, setting forth the reasons and basis for the termination, the effective date and in the case of a partial termination, the portion to be terminated.

E. It is further expressly understood and agreed that should the funding for Title 1 of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.

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

SECTION 2 – ADMINISTRATIVE REQUIREMENTS

2.1 Financial Management

A. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 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.

B. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

2.2 Documentation and Record Keeping

A. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- Other records necessary to document compliance with Subpart 24 CFR 570.506

B. Retention

Records, supporting documents statistical records, and all other records pertinent to this Subrecipient Agreement shall be retained by the Subrecipient for a period of three years form the date of its last Semi-Annual report on the project except as follows:

1. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall retained for at least three years after final resolution of such matters with the Federal government and the County.

2. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.

3. Records for any displaced person shall be retained for three years after that person has received final payment.

4. The Subrecipient agrees to provided the County with a property inventory.

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

C. 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, demographic information and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

D. 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 Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, 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 thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement 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 OMB Circular A-133.

2.3 <u>Use and Reversion of Assets</u>

A. Upon the expiration of the Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable

which are attributable to the use of CDBG funds. In addition, Subrecipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds.

B. Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be;

1. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this Subrecipient Agreement or such longer period as determined appropriate by the County; or

2. disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in 1 above. Such value attributable non-CDBG funds acquisition.

2.4 <u>Insurance</u>

This Subrecipient Agreement shall not take effect and the Subrecipient shall not commence work under this Subrecipient Agreement until all insurance required hereunder and certifies of proof have been furnished to the County. All said insurance of the Subrecipient shall contain a clause indemnifying and saving harmless the County, its agents servants, and employees from any and all liability of whatever nature arising out of the Subrecipient, the service performed by the Subrecipient and the work performed under this Subrecipient Agreement. The County its agencies, departments and employees shall be named as a additional insured under said policy of insurance. The required insurance is set forth as follows:

A. Liability Insurance – Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of $500,000 and $1,000,000.

B. Automobile Liability Insurance – With limits of $500,000 and $1,000,000.

C. Casualty, Fire, Loss and Theft – For personal property used in the Program belonging to either the Subrecipient, or third parities with limits of $50,000 or $1,000,000.

D. The Subrecipient shall have and maintain during the life of this Subrecipient Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.

NOTE: These requirements must be met by all agencies that conduct CDBG funded activities, and should be incorporated in all relevant contracts and monitored by the Subrecipient.

2.5 <u>Licensing</u>

A. The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the County is providing funding under this Agreement, the County may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the County.

SECTION 3: WORKPLACE/PERSONNEL

3.1 Compliance with Equal Employment Opportunity Requirements (EEO/AA Statement)

A. The Subrecipient shall comply with all provisions of Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR 60).

B. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action Employer.

C. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

E. Subcontract Provisions: The Subrecipient will include the provisions of this section 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.

3.2 Civil Rights

A. **General Compliance**

The Subrecipient agrees to comply with:

- 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

B. Nondiscrimination

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

1. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;

2. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;

3. Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;

4. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;

5. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.

6. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

Documentation regarding compliance with these requirements shall be maintained and provided to the County as requested.

C. 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 Agreement, 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.

D. **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.

E. **Architectural Barriers Act/Americans with Disabilities Act**

The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA') (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3.3 <u>Affirmative Action</u>

A. **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.

B. **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 Agreement. As used in this Agreement, 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.

C. **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.

D. **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.

3.4 Federal Labor Standard Requirements

A. 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. 3141 *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 it's 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 County for review.

B. 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.

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

3.5 Employment Restrictions

A. General 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.

B. **Drug-Free Workplace**

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy;

2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

   i. The dangers of drug abuse in the workplace;

   ii. The Subrecipient's policy of maintaining a drug-free workplace;

   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

5. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

C. **"Section 3" Clause**

1. The Subrecipient agrees that in planning, and carrying out the project described in Article 1, to the greatest extent feasible:

   a. Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or County of Hudson; and

b. Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in the County of Hudson.

2. The Subrecipient shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

3.

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1974, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in , the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the participating municipality with each request for payment.

b. The Subrecipient further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

D. **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 5 USC 7321 *et seq.*

E. **Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

1. 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.

2. No employee, officer or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. 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.

F. **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 31 U.S.C 1352 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.

G. **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.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

b. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

c. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

SECTION 4: ENVIRONMENTAL CONDITIONS AND DETERMINATION OF EXEMPTION

The above referenced program/project, funded by Hudson County, Division of Housing and Community Development Block Grant funds, has been reviewed and has a Determination of Exemption subject to 24 CFR 58.35(a)(3)(ii) and as certified by the County.

4.1 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.

4.2 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).

4.3 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.

4.4 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 5: RELOCATION, REAL PROPERTY ACQUISTION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and (3) the requirements in 24 CFR 560.606(d) governing optional relocation policies. The County may, however, preempt the optional 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 of a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals and businesses) as a result of activities assisted with CDBG funds is discouraged.

SECTION 6: INDEMNIFICATION

The Subgrantee agrees to indemnify and hold harmless the County from and against any and all claims, liabilities, losses, and causes of action which may arise out of the Subgrantee's activities related to [name of program] and/or any persons acting for or on behalf of the County, from and against any relevant orders, judgments or decrees, which may be entered against the County, and from and against all costs, attorney's fees, expenses and liabilities incurred by the County in the defense of any such claims or other matters.

SECTION 7: AMENDMDENTS

The County and/or the Subgrantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any change in the amount of the

Subgrantee's compensation, which are mutually agreed upon by and between the County and the Subgrantee must be incorporated in written amendments to this Sub- grantee Agreement and signed by both parties to be binding.

SECTION 8: NOTICE

The Subgrantee and the County agree that all notices required by this Agreement, shall be in writing and delivered by U.S. Mail, by messenger, or personally delivered to the office of the duly authorized representative of the Subgrantee or the County as specified herein:

Hudson County:
Hudson County Division of Housing and Community Development,
257 Cornelison Avenue, 2nd Floor
Jersey City, New Jersey 07302

SECTION 9: SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision, shall be deemed modified to the extent necessary in order to conform with such laws, or if modification is not possible, then same shall be deemed severed and the remaining terms and provisions shall remain in full force and effect.

SECTION 10: NO WAIVER BY COUNTY

No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision herein. The County may exercise any right under this Agreement or under any applicable law, even if the County has delayed in exercising that right or has agreed in an earlier instance not to exercise that right.

SECTION 11: ENTIRE AGREEMENT

This Agreement, along with any exhibits, appendices, addendums, schedules and amendments hereto, constitutes the entire Agreement between the County and Subgrantee with respect to the use of ESG funds received under this Agreement.

SECTION 12: SUCCESSSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, and their respective legal representatives, successors, and assigns.

SECTION 13: OBLIGATIONS OF SUBRECIPIENTS WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subgrantee shall remain fully obligated under the provisions of this Subgrantee Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program which is receiving funding pursuant to this Subgrantee Agreement. Any party, which is not the Subgrantee, shall comply with all lawful requirements of the Subgrantee

necessary to ensure that the program, for which assistance is being provided under this Subgrantee Agreement, is carried out in accordance with the Subgrantee's assurances and certifications to the County.

IN WITNESS WHEREOF, the County and the Subrecipient have executed this Agreement as of the date first above written.

Attest:

COUNTY EXECUTIVE OF THE COUNTY OF HUDSON, NEW JERSEY

_____
Clerk or Notary

By:_____

Name: Thomas A. DeGise

Title: County Executive

Date: _____

Attest:

City of Hoboken

_____
Clerk or Notary

By:
_____

Name:

_____

Title:

_____

Date:

_____

ATTACHEMENT A
PROJECT BUDGET, SCHEDULE, SEMI-ANNUAL REPORT

Section 1: PROJECT BUDGET

CONSTRUCTION PROJECT
BUDGET

	Total Budget	CDBG Budget
Budget Line Items		
USES		
Construction Fees and Charges		
Architectural/Engineering Fees	$	$
Consultant Fees	$	$
Other Fees	$	$
Construction	$	$
Demolition Costs	$	$
Construction Costs	$233,750.00	$233,750.00
A/E Supervision Fees During Construction	$	$
Other (specify) **A/E both pre-con & Construction**	$41,250.00	$41,250.00
Contingencies		
Other (specify)	$	$
Total Uses	**$275,000.00**	**$275,000.00**
SOURCES		
Requested CDBG	$275,000.00	
Other (specify)	$	
Other (specify)	$	
Other (specify)	$	
Total Sources	**$275,000.00**	

CONSTRUCTION PROJECT TIMETABLE

Activities	Projected Dates
Advertise for A/E Firm	N/A
Award A/E Contract	N/A
Advertise for Construction Bids	TBD
Award Construction Contract	TBD
Preconstruction Meeting	TBD
Commence Construction	TBD
Complete Construction	TBD

Note: All construction projects must be publicly bid. Additionally, construction projects are subject to Davis Bacon wages.

ATTACHMENT B
CONSTRUCTION DOCUMENT CHECKLIST-REQUIRED SUPPORTING DOCUMENTATION FOR VOUCHER SUBMISSION

Project Name and Number:_____

Project Date:_____

_____ **Copy of Plans & Specifications**

_____ **Copy of Bid Package**

_____ **Copy of Bid Notice or Advertisement**

_____ **Copy of List of Bidders & Amount of Bids**

_____ **Copy of Davis-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 or more must also provide Federal ID#'s

Sub-Contractor	Federal ID#:	Contract Amount

ATTACHMENT C
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the County to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The County 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 assisted 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

   - CITY OF HOBOKEN – MULTI-SERVICE CENTER 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 annual income of the family of each person receiving the benefit

I hereby certify the above records comprising the above referenced project will be maintained:

_____ _____

Signature **Title**

28

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION GRANTING CONSENT TO ADVANCE AT HOBOKEN, LLC'S SUBMISSION OF A TWA-1 TO THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF WATER QUALITY

WHEREAS, Advance at Hoboken, LLC has a construction site at 1316-1330 Willow Avenue, Block 116 Lot 1.2, in the City of Hoboken;

WHEREAS, Advance at Hoboken, LLC has requested the City of Hoboken provide consent to submission of Water Quality forms to the Department of Environmental Protection; and,

WHEREAS, the proposed groundwater recovery and treatment system is a permanent installation for the purpose of treating impacted groundwater collected from the sump well/perimeter drain system of the completed project; and,

WHEREAS, the City Engineer has reviewed the application and takes~~n~~ no exception to it~~,~~; see attached letter from Boswell Engineer dated July 30, 2014; and,

WHEREAS, the City Council feels it is appropriate to grant Advance at Hoboken, LLC's request to submit an application to the DEP regarding water quality at the site.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Hoboken hereby grants its consent to Advance at Hoboken, LLC's request to submit an TWA-1 application to the Water Quality Division of the New Jersey DEP regarding 1316-1330 Willow Avenue, Block 116 Lot 1.2; and,

BE IT FURTHER RESOLVED that the Mayor is the authorized representative to execute and effectuate ~~any~~ the applicable documentation regarding this submission on behalf of the City.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: August 6, 2014

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Elizabeth Mason				✓

David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Council President Jen Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 6 2014

James J. Farina

CITY CLERK

BOSWELL McCLAVE ENGINEERING
EST. 1924
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

Sent Via E-Mail and Regular Mail

July 30, 2014

Mr. Quentin Wiest, Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Treatment Works Approval
Advance at Hoboken, LLC
1316-1330 Willow Avenue
Hoboken, New Jersey 07030
Block 116; Lot 1.2
Our File No. HO-498

Dear Administrator Wiest:

As directed by the City of Hoboken, our office has reviewed the State of New Jersey Department of Environmental Protection, Division of Water Quality Treatment Works Approval Permit Application (henceforth "TWA") and supporting documentation for the above referenced project. The purpose of our review was to evaluate and make recommendation regarding endorsement of the TWA Application by the Governing Body, which is a requirement of the application process. By endorsing said application, the Governing Body consents to the submission of the application to the NJDEP and certifies that the project as proposed conforms to the requirements of all municipal ordinances. The following documents were received by this office:

1. NJDEP TWA-1 Form;
2. TWA Engineer's Abstract;
3. NJDEP Statement of Consent Form WQM-003;
4. NJDEP SIU Approval;
5. Plan entitled, "Construction Dewatering Layout Utility Profile and Detail Plan", consisting of 1 sheet prepared by Frederick W. Worstell of Dresdner Robin dated 3/7/11 and revised through 6/24/11;
6. Construction Specifications dated 7/2/14

The application involves the installation of a groundwater recovery and treatment system to remove low levels of oil, grease, VOC's and total suspended solids. The proposed "pump and treat" system will be permanently installed in the subterranean parking area at the P1 level as noted in the "Construction Dewatering Layout Utility Profile & Detail" drawing. The treatment system consists of two (2) submersible pumping units which will transfer the groundwater from a sump pit to the head end of the treatment process which is the proposed oil/water separator. The oil/water separator is designed to remove free floating oil, grease and settleable oily coated solids from the influent. Once the groundwater has passed through the oil/water separator it will then be pumped via two (2) centrifugal pumps through a series of bag filters and carbon absorbers to remove sediment and low levels VOC's. Once the groundwater has gone through the treatment process the effluent will be discharged into the municipal combined sewer collection system via a newly constructed doghouse manhole to be constructed within the Clinton Street R.O.W. at the existing 1'-9"x 3'-6" combined sewer. The proposed groundwater recovery and treatment system is a permanent installation for the purpose of treating impacted groundwater collected from the sump well/perimeter drain system of the completed project. The monitoring and testing processes are clearly defined regulated by the NJDEP as part of the Applicant's NJPDES - Significant Indirect User (SIU) permit action and as such no action is required by the City with regard to monitoring of this treatment facility.

Based on our review of the above referenced application and supporting documentation, Boswell Engineering takes no exception to the City's endorsement of this TWA application for the specified groundwater recovery and treatment process. The Applicant should be further advised that they are required to adhere to the City's recently revised Road Opening Ordinance, where applicable. It is expressly understood that our recommendation extends to only the groundwater recovery and treatment process as referenced in the referenced TWA Application and supporting documentation listed above and is not applicable to any other endorsements that may or may not be required, future NJDEP TWA applications or other permitting which may be required for this development.

If you require any additional information please feel free to contact our office.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

Joseph A. Pomante

Joseph A. Pomante, P.E.
City Engineer Representative

JAP/jp

140730japl1-HO498

BOSWELL
EST. 1924
ENGINEERING

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

James J. Farina

CITY CLERK

Introduced by: Ravi Bhalla

Seconded by: Peter Cunningham

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION REJECTING A BID FOR THE PROVISIONS OF THE "CONSTRUCTION OF RAIN GARDEN" BID OTHERWISE KNOWN AS BID NO. 14-09, IN ACCORDANCE WITH N.J.S.A. 40A:11-13.2(a) and (d)

WHEREAS, proposals were received for the provisions of the "Construction of Rain Garden" Bid, as specified in Bid Number 14-09; and,

WHEREAS, two (2) proposals were received; and,

WHEREAS, all bid proposals substantially exceed the cost estimate for the project, and, as a result, the Administration has decided to substantially revise the specifications for the goods or services; and,

WHEREAS, the Administration recommends that the City Council of the City of Hoboken reject all bid submissions for the provision under Bid No. 14-09, pursuant to N.J.S.A. 40A:11-13.2(a) and (d).

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Hoboken hereby rejects all bid proposals submitted for the provision under Bid No. 14-09, pursuant to N.J.S.A. 40A:11-13.2(a) and (d); and,

BE IT FURTHER RESOLVED that the City Council authorizes the Administration to take any and all steps necessary to properly revise and rebid, and, thereafter, contract for the provisions necessary for the "Rain Garden Construction" project.

MEETING: August 6, 2014

REVIEWED:

Quentin Wiest

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

M L Longo

Melissa L. Longo, Esq.
Corporation Counsel

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

30

Sponsored: _____
Seconded: _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO ENTER INTO THE HUDSON COUNTY CONSORTIUM FOR COOPERATIVE PARTICIPATION IN THE HOME INVESTMENT PARTNERSHIP PROGRAM CONSORTIUM PURSUANT TO THE NATIONAL AFFORDABLE HOUSING ACT OF 1990, AS AMENDED

WHEREAS, Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, provides for substantial Federal funds, commonly known as the HOME Investment Partnership Program, being made available from Department of Housing and Urban Development to Hudson County and certain participating municipalities for use in developing and maintaining affordable housing; and

WHEREAS, this Act establishes certain criteria which must be met in order for a county and municipality to establish a consortium in order to be a recipient of said funding; and

WHEREAS, the County of Hudson has formed the Hudson County Consortium with participating municipalities of Township of North Bergen, City of Union City, and the City of Bayonne for the purposes outlined in the HOME Investment Partnership Program and the National Affordable Housing Act of 1990, as amended; and,

WHEREAS, in order for County HOME Investment Partnership Program funds to be available for eligible projects in the City of Hoboken, the City of Hoboken must be a part of the Hudson County Consortium.

NOW, THEREFORE, the City Council of the City of Hoboken agrees to:

1. Cooperate with the Hudson County Consortium to undertake or to assist in undertaking housing assistance activities for the HOME Investment Partnership Program.

2. Affirmatively further fair housing policies.

3. Authorize the County of Hudson to act in a representative capacity for the purposes of the HOME Investment Partnership Program.

4. Permit the County of Hudson, as the lead entity, to assume overall responsibility for ensuring that the Consortium's HOME Investment Partnership Program is carried out in compliance with the requirements of the HOME Program, including the requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92, and 91, respectively, and requirements of 24 CFR 92.350.

5. The qualification period for this cooperation agreement shall be for the three Federal Fiscal years following the fiscal year in which this agreement is executed (FY 2015-2017). This agreement shall remain in effect for the term of the qualification period. The parties of this agreement are prohibited from withdrawing from this agreement during the term of the qualification period and shall remain in the Consortium for the entire three year period. At the end of the three year period stated above, this Agreement will terminate automatically unless expressly continued by formal action of this Council.

6. By the date specified in HUD's consortia designation notices, the Consortium lead entity (County of Hudson) will notify each participating unit of general local government in writing of its right not to participate for the successive three-year qualification periods. A copy of the notification sent to each jurisdiction must also be sent concurrently to the HUD Field Office by the date specified in the consortia designation notice.

   The Consortium shall adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and to submit the amendment

to HUD specified in the Consortia Qualification Notice for that period, and the failure to comply will void the automatic renewal of the Consortium Agreement.

7. July 1st shall be the Program Year start date for the Consortium and all members of the Consortium are on the same program year for the CDBG, HOME, Emergency Shelter Grants (ESG) and Housing Opportunities for the Persons with AIDS (HOPWA).

8. Authorization is given to the County of Hudson, as the lead entity, to amend the Consortium agreement on behalf of the entity Consortium for the sole purpose of adding new members to the Consortium.

9. The obligations of the parties under the Consortium agreement remain in effect until the HOME funds from each of the Federal fiscal years of the qualification period are expended for eligible activities and closed out pursuant to 24 CFR 92.507. No Consortium member may withdraw from the agreement while the agreement remains in effect.

10. Each member of the Consortium must adopt an authorized resolution of the governing body approving this Cooperation Agreement and the chief executive officer of each must sign the agreement. This resolution serves as that authorization for the City of Hoboken.

MEETING: August 6, 2014

APPROVED FOR CONTENT:

Quentin Wiest

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

M. Longo

Mellissa Longo
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: AUG 0 6 2014

James J. Farrisin

CITY CLERK

2006-2008 NJ

HUDSON COUNTY CONSORTIUM
HOME CONSORTIUM COOPERATION AGREEMENT

AGREEMENT AMONG THE COUNTY OF HUDSON AND THE CITY OF BAYONNE, THE TOWNSHIP OF NORTH BERGEN AND THE CITY OF UNION CITY FOR THE ESTABLISHMENT OF THE HUDSON COUNTY CONSORTIUM FOR THE PURPOSES OF PARTICIPATING IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM PURSUANT TO THE NATIONAL AFFORDABLE HOUSING ACT OF 1990, AS AMENDED

WHEREAS, Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 1270 et seq.) provides for substantial Federal funds being made available from Department of Housing and Urban Development to Hudson County and certain participating municipalities for use in developing and maintaining affordable housing; and

WHEREAS, this Act establishes certain criteria which must be met in order for a county and municipality to establish a consortium in order to be a recipient of said funding; and

WHEREAS, the **County of Hudson** and the **City of Bayonne,** the **Township of North Bergen** and the **City of Union City** desire to form the Hudson County Consortium for the purposes outlined in the HOME Investment Partnerships Program of the National Affordable Housing Act of 1990, as amended:

NOW, THEREFORE, the **County of Hudson** and the **City of Bayonne,** the **Township of North Bergen** and the **City of Union City** agree to:

1. Cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Investment Partnerships Program.

2. Each member unit of local government of this Consortium agrees to affirmatively further fair housing policies.

3. Authorize the County of Hudson to act in a representative capacity for all member units of general local government for the purposes of the HOME Investment Partnerships Program.

4. Permit the County of Hudson, as the lead entity to assume overall responsibility for ensuring that the Consortium's HOME Investment Partnerships Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92, and 91, respectively, and requirements of 24 CFR 92.350.

5. The qualification period for this cooperation agreement shall be for the three Federal Fiscal years following the fiscal year in which the agreement is executed (FY 2006-2008). This agreement shall remain in effect for the term of the qualification period. The parties of this agreement are prohibited from withdrawing from this agreement during the term of the qualification period and shall remain in the Consortium for the entire three year period. At the end of the current three year period, this Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the County of the participating unit of general local government provides written notice that it elects not participate in a new qualification period. In this case, a copy of the notice must be sent to the HUD Field Office.

6. By the date specified in HUD's consortia designation notices, the Consortium lead entity (County of Hudson) will notify each participating unit of general local government in writing of its right not to participate for the successive three-year qualification periods. A copy of the notification to each jurisdiction must be sent to the HUD Field Office by the date specified in the consortia designation notice.

   The Consortium shall adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and to submit the amendment to HUD specified in the Consortia Qualification Notice for that period, and the failure to comply will void the automatic renewal of the Consortium Agreement.

7. July 1st shall be the Program Year start date for the Consortium and all members of the Consortium are on the same program year for the CDBG, HOME, Emergency Shelter Grants(ESG) and Housing Opportunities for the Persons with AIDS (HOPWA).

8. Authorized the County of Hudson, as the lead entity to amend the Consortium agreement on behalf of entity Consortium to add new members to the Consortium.

9. The Consortium agreement remains in effect until the HOME funds from each of the Federal fiscal years of the qualification period are expended for eligible activities and closed out pursuant to 24 CFR 92.507. No Consortium member may withdraw from the agreement while the agreement remains in effect.

10. Each member of the Consortium has adopted authorizing resolutions the governing body approving this Cooperation Agreement and the chief executive officer to sign this agreement.

THE PARTIES TO THIS AGREEMENT HAVE EACH EXECUTED THIS AGREEMENT AS OF THE DATE NOTED BELOW.

COUNTY OF HUDSON

THOMAS A. DE GISE
COUNTY EXECUTIVE

DATE: 7/5/05

ATTEST:

7/5/05

CITY OF BAYONNE

JOSEPH V. DORIA
MAYOR

DATE: _____

ATTEST:

TOWN OF NORTH BERGEN

NICHOLAS J. SACCO
MAYOR

DATE: _____

ATTEST:

Carol Ann Fontana

CITY OF UNION CITY

BRIAN STACK
MAYOR

DATE: 7/5/05

ATTEST:

William Sarando

Sponsored: 31
Seconded:

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

Dedication by Rider

The City of Hoboken of The County of Hudson
Resolution No.

A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A DEDICATED TRUST BY RIDER FOR ***Affordable Housing Trust Fund*** PURSUANT TO **N.J.S.A. 40A:12A-3 et seq.** REQUIRED BY **N.J.S.A. 40A:4-39**

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:12A-3 et seq. provides for the receipt of Affordable Housing Trust Fund monies by the municipality to provide for the operating costs to administer this act; and

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Affordable Housing Trust Fund are hereby anticipated as revenues and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Hoboken. County of Hudson, New Jersey as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures for ***Affordable Housing Trust Fund*** in accordance with the provisions of N.J.S.A. 40A:12A-3 et seq.; and

2. The Clerk of the City of Hoboken, County of Hudson is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

MEETING: August 6, 2014

APPROVED FOR CONTENT:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa Longo
Corporation Counsel

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

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 Treasurer made payable to the following totaling **$10,787.29**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Cappello, Kajsa 734 Adams Street #2A Hoboken, NJ 07030	84/14/C00G2	730-732 Adams St	2nd /14	$160.73
Jason Henry 208 Jackson St #3 Hoboken, NJ 07030	36/30/C0003	208 Jackson St	1st /14	$1,979.18
Meghan Curtin 423 Adams St #3A Hoboken, NJ 07030	61/12.01/C003A	423 Adams St	2nd /14	$1,074.75
Decesare, Salvatore & Ermelinda 828 Bloomfield St Hoboken, NJ 07030	195/34	828 Bloomfield St	2nd /14	$495.58
Divorkin, Kristina 712 Willow Ave #2D Hoboken, NJ 07030	159/20.01/C002D	712 Willow Ave	2nd /14	$1,031.57
Eilender, Albert & Patricia 1125 Maxwell Lane #1107S Hoboken, NJ 07030	261.03/1/CP315	1125 Maxwell Lane	2nd /14	$119.95

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Michael Maher J c/o Schley 70 S. Orange Ave. Livingston, NJ 07039	7/11/C0601	601 Observer Highway	1&2/14	$5,925.53

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

Meeting: August 6, 2014

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

33

Introduced By: _____

Second By: _____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF OVER BILLED 3rd & 4th QUARTERS OF 2014 FROM THE TAX DUPLICATE

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 Treasurer made payable to the appearing on the attached list totaling $96,038.28

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
307 Newark Parking, LLC P.O. Box 1099 Hoboken, NJ 07030	2.01/7	307-313 NEWARK ST.	3&4 2014	$666.76
Skyline c/o Wentworth Prop Mgmt 700 Grove Street Jersey City, NJ 07310	3.02/1	523-531 NEWARK ST	3&4 2014	$408.75
Rey, Joseph 2180 N.W. 19TH AVE. Miami, FL 33142	3.02/9	515 NEWARK ST	3&4 2014	$28.53
Jefferson Street Partners 111 Paterson Ave. Hoboken, NJ 07030	9/4	88 MARSHALL ST	3&4 2014	$4,160.62
Jefferson Street Partners 111 Paterson Ave. Hoboken, NJ 07030	10/1	51-63 MARSHALL ST	3&4 2014	$9,416.53
Peragine, Joseph John c/o CBS Outdo 185 Route 46 Fairfield, NJ 07004-2404	11/2/B01	713 FIRST ST	3&4 2014	$187.06

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Peragine, Joseph John c/o CBS Outdo 185 Route 46 Fairfield, NJ 07004-2404	11/2/B02	713 FIRST ST	3&4 2014	$187.06
Mojica, Manual 701 First Street Hoboken, NJ 07030	11/5	703-707 FIRST ST	3&4 2014	$1,576.74
562-564 Observer Highway Assocs LLC P.O. Box 0093 Norwood, NJ 07648-0093	16/1	564 OBSERVER HWY	3&4 2014	$2,160.05
Rodgers, Raymond 83 Monroe Street Hoboken, NJ 07030	16/11/CCOMM	83-87 MONROE ST	3&4 2014	$49.72
Pronti Madison LLC 192 Christopher Columbus Jersey City, NJ 07306	16/29	78 ½ MADISON ST	3&4 2014	$2,373.19
Tritto, David 70 Park Ave Hoboken, NJ 07030	20/6/C0PS3	81 GRAND ST	3&4 2014	$51.40
Sahr, Lawrence W. 700 First Street #16PB Hoboken, NJ 07030	25/1/C17PB	700 FIRST ST	3&4 2014	$9.89
Viruet, Lirda P.O. Box 602 Harrison, NJ 07029	38/14/C0016	235 MONROE ST	3&4 2014	$2.08
Losurdo, Nicola 201 Adams Street Hoboken, NJ 07030	41/2	203 ADAMS ST	3&4 2014	$1,000.09
420 Madison St LLC, c/o D. Covello 158 Childs Road Basking Ridge, NJ 07920	58/15/C002L	420 MADISON ST	3&4 2014	$2,162.30
L. Monroe LLC P.O. Box 7038 Watchung, NJ 07069	67/14	527-529 MONROE ST	3&4 2014	$813.82
Metro West Homes Corp c/o Premier 59 Beaverbrook Road #202 Lincoln Park, NJ 07035	77/3	605 JEFFERSON ST	3&4 2014	$128.82

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Donofrio, Michael 620 Adams St Hoboken, NJ 07030	77/16	632 ADAMS ST	3&4 2014	$1,515.76
Paradigm Monroe Center 380 Lexington Ave. #2020 New York, NY 10168	80/1.01	701 HARRISON ST	3&4 2014	$410.07
Hoboken Excalibur LLC 450 Seventh St. c/o Frank Raia #3K Hoboken, NJ 07030	85/14	727 ADAMS ST	3&4 2014	$5,854.25
Monroe Center II Urban Renewal Co. 50 Washington St Hoboken, NJ 07030	87/1.01	800-822 MONROE ST	3&4 2014	$1,820.01
Elm Associates LLC 16 Southwood Drive Cherry Hill, NJ 08003	89/12/C0P78	501 NINTH ST	3&4 2014	$37.01
Prospect Hill Associates P.O. Box 271 Hoboken, NJ 07030	89/12/C0P80	501 NINTH ST	3&4 2014	$37.01
Teague, Collin K. 901 Madison St #2G Hoboken, NJ 07030	95/1/C0P-5	901-909 MADISON	3&4 2014	$37.01
Northwest Redevel Supermkts LLC 777 Terr Ave., 5th Floor Hasbrook Heights, NJ 07604	98/15	1024-30 MADISON ST	3&4 2014	$25.66
Cognis Corp/Basf Corp. 100 Park Ave., Attn: Tax Dept. Florham Park, NJ 07932	103/7	1113-1131 MADISON ST	3&4 2014	$3,786.31
BF-Hoboken Property LLC 30 Paaglane Little Silver, NJ 07739	110/1	1200-22 CLINTON ST	3&4 2014	$9,568.67
Park Willow LLC c/o Tim Watts 500 International Dr North Mount Olive, NJ 07828	125/8/B01	1427-1429 WILLOW AVE	3&4 2014	$354.99
Park Willow LLC c/o Tim Watts 500 International Dr North Mount Olive, NJ 07828	125/8/B02	1427-1429 WILLOW AVE	3&4 2014	$354.99

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Park Willow LLC c/o Tim Watts 500 International Dr North Mount Olive, NJ 07828	133/5	1512-1522 WILLOW AVE	3&4 2014	$392.07
Park Willow LLC c/o Tim Watts 500 International Dr North Mount Olive, NJ 07828	133/10	1524-1530 WILLOW AVE	3&4 2014	$4,269.27
Park Willow LLC c/o Tim Watts 500 International Dr North Mount Olive, NJ 07828	134/2	1500 PARK AVE	3&4 2014	$2,804.46
Park Willow LLC c/o Tim Watts 500 International Dr North Mount Olive, NJ 07828	134/3.02	1516-1532 PARK AVE	3&4 2014	$10,726.44
693 Henderson Street LLC 693 Henderson Street Jersey City, NJ 07306	139.01/4	501-15 OBSERVER HIGHWAY	3&4 2014	$21.71
PSE&G Company 80 Park Plaza Newark, NJ 07102	140/1	1600 CLINTON STREET	3&4 2014	$5,999.33
PSE&G Company 80 Park Plaza Newark, NJ 07102	140/9	1616 CLINTON STREET	3&4 2014	$5,221.53
1715 Grand St LLC 115 River Road Edgewater, NJ 07020	145/7	17th ST & 18th ST	3&4 2014	$5,448.23
Rogo's of Hoboken LLC c/o Rogovich 34 Blanche Avenue Demarest, NJ 07627	159/11/B01	736-738 WILLOW AVE	3&4 2014	$354.99
Hoboken Land&Imp Co c/o Chamberlain 2 Las Olas Lane Port St. Lucie, FL 34952	165/39	226-232 PARK AVE REAR	3&4 2014	$560.05
Hoboken Land&Imp Co c/o Chamberlain 2 Las Olas Lane Port St. Lucie, FL 34952	180/41	509 PARK AVE REAR	3&4 2014	$.17

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
161 First St Corp PO Box 144 Liberty Corner, NJ 07938	187/6.02	161-163 FIRST ST	3&4 2014	$745.35
Hoboken Land&Imp Co c/o Chamberlain 2 Las Olas Lane Port St. Lucie, FL 34952	193/54	609-615 GARDEN ST REAR	3&4 2014	$58.83
Hoboken Land&Imp Co c/o Chamberlain 2 Las Olas Lane Port St. Lucie, FL 34952	193/58	628 BLOOMFIELD ST	3&4 2014	$27.19
Hoboken Land&Imp Co c/o Chamberlain 2 Las Olas Lane Port St. Lucie, FL 34952	194/47	720 BLOOMFIELD ST REAR	3&4 2014	$11.26
Hoboken Land&Imp Co c/o Chamberlain 2 Las Olas Lane Port St. Lucie, FL 34952	194/48	724-726 BLOOMFIELD ST REAR	3&4 2014	$25.76
200 Washington LLC 287 Bowman Ave Purchase, NY 10577	201/28/B01	200 WASHINGTON ST	3&4 2014	$793.62
200 Washington LLC 287 Bowman Ave Purchase, NY 10577	201/28/B02	200 WASHINGTON ST	3&4 2014	$793.62
Hoboken Land&Imp Co c/o Chamberlain 2 Las Olas Lane Port St. Lucie, FL 34952	207/30	802-806 WASHINGTON REAR	3&4 2014	$35.36
Hoboken Land&Imp Co c/o Chamberlain 2 Las Olas Lane Port St. Lucie, FL 34952	207/31	827-831 BLOOMFIELD REAR	3&4 2014	$38.61
Hoboken Land&Imp Co c/o Chamberlain 2 Las Olas Lane Port St. Lucie, FL 34952	207/32	107 NINTH ST	3&4 2014	$109.73

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Hoboken Land&Imp Co c/o Chamberlain 2 Las Olas Lane Port St. Lucie, FL 34952	208/39	108 NINTH ST	3&4 2014	$72.31
Hoboken Land&Imp Co c/o Chamberlain 2 Las Olas Lane Port St. Lucie, FL 34952	208/40	917-925 BLOOMFIELD REAR	3&4 2014	$19.54
Altamura, Gaetano & Angela 58 Second St Hoboken, NJ 07030	213.01/7	216 HUDSON ST	3&4 2014	$2,935.80
Rosen, Charles & Suzanne 10 Cedar Lane Roseland, NJ 07068	214.01/18.01	334 HUDSON ST	3&4 2014	$2,711.32
McConnell, Paul & Jane 636 Bloomfield St Hoboken, NJ 07030	214.01/26/C0PS1	318 HUDSON ST	3&4 2014	$123.37
Jasaitis, James 318 Hudson St #I Hoboken, NJ 07030	214.01/26/C0PS2	318 HUDSON ST	3&4 2014	$123.37
Ang, Debra L 116 Clinton St #5S Hoboken, NJ 07030	214.01/26/C0PS3	318 HUDSON ST	3&4 2014	$123.37
Mc Cue, James & Michelle 600 Hudson St Hoboken, NJ 07030	217.01/30/C00P4	600 HUDSON ST	3&4 2014	$51.40
Marotta, John Paul 600 Hudson St #6C Hoboken, NJ 07030	217.01/30/C00P6	600 HUDSON ST	3&4 2014	$51.40
600 Hudson St LLC c/o Maridian 70 Hudson Street Hoboken, NJ 07030	217.01/30/C000D	600 HUDSON ST	3&4 2014	$115.67
Sameperi, Maryann Soule 10 Gleenbourne Drive Boonton, NJ 07005	218/26	700 HUDSON ST	3&4 2014	$13.08

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Bohn, Charles F. Jr & Jan C 7881 Fort Stokes Lane Easton, MD 21601	253/36	206 TWELFTH ST	3&4 2014	$158.91
Perello, Irene 1308 Bloomfield St Hoboken, NJ 07030	254/10/C0P-1	1313-1317 PARK AVE.	3&4 2014	$20.22
Fazio, Cataldo 170 Mill Street Westwood, NJ 07675	254/10/C0P-2	1313-1317 PARK AVE.	3&4 2014	$20.22
Arezzo, Alfred 1025 Maxwell Lane #402 Hoboken, NJ 07030	254/10/C0P-4	1313-1317 PARK AVE.	3&4 2014	$20.22
Arezzo, Alfred 1025 Maxwell Lane #402 Hoboken, NJ 07030	254/10/C0P-5	1313-1317 PARK AVE.	3&4 2014	$20.22
Fleming, Frank 235 Hudson Street #1001 Hoboken, NJ 07030	254/10/C0P-9	1313-1317 PARK AVE.	3&4 2014	$20.22
Epstein, Cynthia F & Alan 1313 Park Ave. #2A Hoboken, NJ 07030	254/10/C0P10	1313-1317 PARK AVE.	3&4 2014	$20.22
Saydah, Gilbert Jr. & Heather E 1238 Garden St Hoboken, NJ 07030	254/10/C0P13	1313-1317 PARK AVE.	3&4 2014	$20.22
Drasheff, Robert K & Linda M 401 Sussex Ave. Spring Lake, NJ 07762	254/10/C0P15	1313-1317 PARK AVE.	3&4 2014	$20.22
Sisti, Jon 1136 Bloomfield St Hoboken, NJ 07030	254/10/C0P16	1313-1317 PARK AVE.	3&4 2014	$20.22
Gallois, Bernard & 1317 Garden Street Hoboken, NJ 07030	254/10/C0P17	1313-1317 PARK AVE.	3&4 2014	$20.22
Patel, Shruti 1313 Park Ave. #4D Hoboken, NJ 07030	254/10/C0P20	1313-1317 PARK AVE.	3&4 2014	$20.22

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Goldberg, David & Susan 2 Constitution Court #103 Hoboken, NJ 07030	262.03//C0103	2 CONSTITUTION CT	3&4 2014	$25.01
Hoboken Cove LLC c/o Toll Brothers 1125 Hudson Street Hoboken, NJ 07030	264/3.01	1423-1431 HUDSON ST	3&4 2014	$1,289.37
Shipyard Assoc LP c/o Appl Devel 50 Washington St Hoboken, NJ 07030	264.01/1	NE of FIFTHTEENTH ST	3&4 2014	$379.21

Meeting: August 6, 2014

Approved as to form:

CORPORATION COUNSEL

SHARON CURRAN

COPY OF A RESOLUTION ADOPTED BY
COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 6 2014

CITY CLERK

Introduced By: _____ 34

Second By: _____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE CITY'S TAX COLLECTOR TO TRANSFER 2011, 2012 AND 2013 REAL ESTATE TAX CREDITS BALANCE TO OPERATIONS

WHEREAS, various credits and/or overpayments appear on the Tax Collector's records for Fiscal Year 2011 and 2012 and 2013 as of December 31, 2013; and

WHEREAS, the Tax Collector of the City of Hoboken wishes to transfer these credit balances to operations with the intent to maintain an efficient bookkeeping of the tax accounting records; and

WHEREAS, the Tax Collector deems that it is in the best interest of the City of Hoboken that these balances be transferred to operations; and

BE IT FURTHER RESOLVED, by the Municipal Council of the City of Hoboken, that these funds shall be made available by the city treasurer on a legitimate claim for these credits or overpayments.

SEE ATTACHED SCHEDULE

Meeting: August 6, 2014

Approved as to form:

_____
CORPORATION COUNSEL

_____
SHARON CURRAN

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 0 6 2014

_____
CITY CLERK

		EXCEL V	TAX ACCOUNT OVERPAYMENTS			
BLOCK	LOT	QUAL	NAME	PRIN. BAL	QTR/YEAR	COMMENTS
7	4	C005G	BRAVERMAN, TODD & COURT	-1959.37	2ND/2013	
17	47	C000A	VERLIN, GRAE TRUSTEE	-3028.12	2ND/2013	
21	7.02	C003B	PRINCIPALE, THOMAS	-2987.75	1&2/2013	
25	1	C013T	MENVILLE, MARYLOU & MICH	-1036.18	4TH/2013	
26	25	C004A	O'BRIEN, KAREN J & JO A WILL	-1680.31	2ND/2013	
29	25		118 JEFFERSON LLC	-0.01	3RD/2013	
30	22		ROTH, JUSTIN M & DANIELLE	-0.01	4TH/2013	
34	8	C0004	LOVEGROVE, TREVOR & PHIL	-2459.34	4TH/2013	
42	9		J & L 219-225INVESTENTS LLC	-0.02	3RD/2011	
47	17	C0001	VELEZ, GERARDO	-1745.62	2ND/2013	
58	1	C002R	DIPIERTA, AMANDAB & NICH	-855.00	2ND/2013	
61	11	C001R	BASHIAN, ARAM	-978.89	4TH/2013	
67	12	C0002	VANACORE, CHARLES & CORR	-839.65	4TH/2013	
76	1	C11-B	BUTLER, MARTIN E & PATRICK	-1579.37	2ND/2013	
76	11.01	C05-C	GUSCOTT, JACQUELINE	-1845.37	2ND/2013	
82	10		719 MONROE ST., LLC	-0.19	3RD/2013	
95	25	C0P25	JERZ, MICHAEL	-156.28	4TH/2013	
109	1.01	C0205	BARKLEY, DARLENE	-100.55	4TH/2013	
152	5	C04-C	NAMM, RACHELLE	-1905.68	4TH/2013	
152	5	C0P18	NAMM, RACHELLE	-161.12	4TH/2013	
156	11	C0401	CAREY, RONALD	-2648.34	4TH/2013	
158.02	27		GRESLEY, CHRISTOPHER	-1469.76	4TH/2013	
159	4	C4-10	CORPUZ, RODNEY	-239.87	4TH/2013	
162	1	C006E	CARVELHO, ANDRE	-2.03	3RD/2012	
163	9	C003R	VASSI, BRIAN	-1029.77	4TH/2013	
166	9.01	C0002	NIERODA, MATEUSZ	-1425.00	2ND/2013	
170	34		MCGURTY, FRANCIS & JANET	-3416.43	4TH/2013	
171	29	C0003	LETTIERE, CHRISTOPHER	-1330.00	2ND/2013	
179	41		MDF306, PDC306,MNF306	-4185.73	4TH/2013	
180	8		LIN, YEAL SHEN & MEI CHU	-3218.12	2ND/2013	
184	2		STEINDLER, PHILIP	-1759.28	4TH/2013	
188	8	C000A	RICCOBONO, CHRIS & AMY	-3656.31	3RD/2013	
195	6	C0001	HICKOK, STEVEN	-1864.37	2ND/2013	
213	1	C00G4	PALASZEWSKI, CHRISTOPHER	-145.38	4TH/2013	
217.01	30	C00P5	POLACHEK, SUSAN	-103.95	4TH/2013	
219	11	C00PD	RICCIANI, MARCUS	-4865.38	4TH/2013	
223	4		A&C INVESTMENT GROUP	-0.01	4TH/2010	
243	24	C005L	BACHMANN, ANDREW	-1463.39	4TH/2013	
261.04	1	CP040	SULLO, CARL & JANET	-292.64	3&4/2013	
261.07	2		CITY OF HOBOKEN	-35.59	1&2/2013	

36

Introduced by: JPD
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ADMINISTRATION TO SETTLE ANY PENDING LITIGATION WITHOUT CITY COUNCIL APPROVAL FOR ALL WORKERS COMPENSATION MATTERS SETTLING ON BEHALF OF THE CITY OF HOBOKEN IN AN AMOUNT EQUAL TO OR LESS THAN TWENTY ONE THOUSAND FIVE HUNDRED DOLLARS ($21,500.00)

WHEREAS, the process by which the City of Hoboken settles pending lawsuits currently requires formal City Council approval, via a resolution, prior to formally settling any matter regardless of the extent of City liability laid out in the settlement; and,

WHEREAS, in an effect to promote prompt settlement of claims and to increase efficiency in the litigation process, the City Council believes that for those workers compensation matters in which the City's liability laid out in the settlement is less than or equal to Twenty One Thousand Five Hundred Dollars ($21,500.00), the Administration is capable of making decisions which are in the best interest of the City without the need for formal City Council action authorizing the terms of the settlement, subject to the restrictions herein.

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

A. The Administration shall have the authority to settle any and all pending workers compensation litigation in which there is a proposed settlement with a settlement amount that is equal to or less than Twenty One Thousand Five Hundred Dollars ($21,500.00) so long as the majority of the City's Corporation Counsel, Business Administrator, and Mayor agree in writing that the settlement is in the best interest of the City; and,

B. In any instance where a majority, as described above, does not agree in writing that the settlement is in the best interest of the City, in order to enter into the settlement, formal action of the City Council authorizing the settlement shall be required, regardless of the amount in controversy or the City's financial liability upon settlement.

C. The Administration shall, on a periodic basis, via its Corporation Counsel, provide a brief description of each matter that was settled, including the settlement terms, and the reason(s) why same were in the best interest of the City, to the City Council for review.

D. This resolution shall take effect immediately upon passage. and shall expire on Dec. 31, 2014

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Dated: August 6, 2014

Reviewed:

Quentin Wiest
Business Administrator

Approved as to form:

Mellissa Longo, Esq
Corporation Counsel

TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON AUG 0 6 2014

CITY CLERK

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