Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO.: ____

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

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

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

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

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

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

MEETING: October 7, 2015

APPROVED AS TO FORM:

_____
Mellissa Longo, Esq.
Corporation Counsel

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO.: ____

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

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

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

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

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

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

MEETING: October 7, 2015

APPROVED AS TO FORM:

_____
Mellissa Longo, Esq.
Corporation Counsel

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO.: ____

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

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

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

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

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

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

MEETING: October 7, 2015

APPROVED AS TO FORM:

_____
Mellissa Longo, Esq.
Corporation Counsel

SPONSORED: _____
SECONDED: _____

CITY OF HOBOKEN
RESOLUTION NO. __

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

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

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

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

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

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

SPONSORED: _____
SECONDED: _____

CITY OF HOBOKEN
RESOLUTION NO. __

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

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

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

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

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

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

SPONSORED: _____
SECONDED: _____

CITY OF HOBOKEN
RESOLUTION NO. __

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

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

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

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

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

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by:_____

Seconded by:_____

CITY OF HOBOKEN

RESOLUTION NO. _____

Resolution Accepting Hoboken

Resilient Building Design Guidelines

WHEREAS, the City of Hoboken received a "Post Sandy Planning Assistance Grant" from the New Jersey Department of Community Affairs to prepare planning documents, including design guidelines for the development, renovation and improvement of structures in the floodplain; and

WHEREAS, the City of Hoboken approved a professional service contract with Princeton Hydro, LLC to prepare said plans; and

WHEREAS, Princeton Hydro, LLC in conjunction with the Floodplain Administrator and municipal administration has drafted said planning documents, including the "Resilient Building Design Guidelines"; and

WHEREAS, the "Resilient Building Design Guidelines" are an illustrated and annotated guidebook prepared to advise architects, builders, contractors, property owners and other urban design professionals on various municipal, state and federal rules and regulations related to development within the special flood hazard area; and

WHEREAS, the "Resilient Building Design Guidelines" are not new rules, but illustrate existing codes and best practices to protect life, health and public safety; and

WHEREAS, the "Resilient Building Design Guidelines" were presented to the Hoboken municipal planning board on September 2, 2015; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the City of Hoboken formally accepts the "Resilient Building Design Guidelines" for the aforementioned reasons.

Meeting date: October 7, 2015

APPROVED:

_____

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____

Mellissa L. Longo
Corporation Counsel

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

HOBOKEN DEPARTMENT OF TRANSPORTATION & PARKING
94 Washington Street | Hoboken | New Jersey | 07030 | 201.653.1919 | www.hobokennj.org

To: Stephen Marks, Municipal Manager

From: Caleb Stratton, Principal Planner

Date: September 23, 2015

Re: Building Resilience Design Guidelines Introduction

MEMORANDUM

The Post Sandy Recovery Plan is composed of five (5) planning elements.

1. Building Resilience Design Guidelines
2. Development of Codes, Ordinances and Standards
3. Resilient Capital Improvement Plan
4. Hazard Mitigation Planning (Continuity of Operations, and Emergency Operations Plan)
5. Open Space, Recreation and Historic Preservation Plan

Attached to this memo you will find a final draft (meaning it's the last draft, not the final document) of the Resilient Building Design Guidelines that are ready for council comment. The guidelines are meant to simplify flood proofing requirements within the Hoboken floodplain and do not supersede the Zoning or Uniform Construction Code. We are requesting comments from the council on the readability and organization of the document. Because the design guidelines are meant to be illustrative of best construction practices in the floodplain, it is important that the message of this document is communicated clearly, and accurately. As part of the guidelines, recommendations are made for emergency work, non-substantial renovations, substantial renovations and new construction. It is my understanding that this document is the first of its kind in the State, and greatly advances best practices in floodplain management.

In September, the planning board received a brief presentation on the guidelines, and is in the process of submitting comments to staff. On October 7th, John Miller from Princeton Hydro will provide a brief overview of the document to the council and open the floor for questions. Following the meeting, we are requesting written comments by October 14th. I am happy to expand upon this brief project update should you or the council need further clarification.

Resilient Building Design Guidelines

Final Draft
August 18th 2015

Acknowledgments

Many thanks are due to the City of Hoboken's staff who have worked in cooperation with Princeton Hydro to produce these Resilient Building Design Guidelines. This project was funded in part by a New Jersey Department of Community Affairs grant obtained in 2014 by the City.
Special thanks to:

The Honorable Dawn Zimmer - Mayor
Stephen D. Marks, PP, AICP, CFM, LEED GA - Assistant Business Administrator
Brandy Forbes, AICP, PP - Community Development Director
Ann Holtzman, CFM - Zoning Officer and Flood Plain Administrator
Caleb D. Stratton, AICP - Principal Planner

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"If we are to learn anything from Superstorm Sandy, it is that the fabric of our city must be built back stronger and more resilient, and we must make smarter development choices."
Mayor Dawn Zimmer

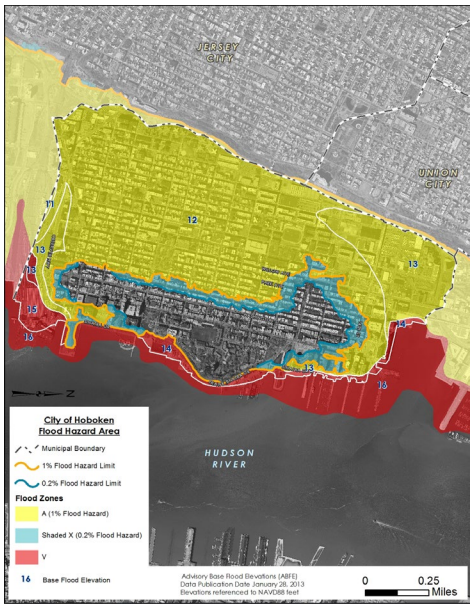
The City of Hoboken is a dense urban landscape of historic brownstones, mid-rise and high-rise residential buildings and ground-level retail establishments. The City's streets, sidewalks, trees, buildings and open spaces are intricately knit together into attractive neighborhoods and engaging streetscapes where shopping, dining and the daily necessities are just around the corner and generally on the ground floor.

Hurricane Sandy brought unprecedented flooding massive evacuations, business interruptions and extensive property damage. Even infrequent repeat flooding can produce serious disruptions to the lives of residents, the operation of businesses and management of the City. It can also cause loss of life and property, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and reduction in property values.

However, Hurricane Sandy was not the only time the City has experienced flooding. Hoboken's 2.3 miles of coastal exposure and 94% impervious coverage makes the city particularly vulnerable to both frequent flooding and severe storm surges. Hoboken's relatively low ground elevation, limited infiltration potential and the City's aging combined sewer system all contribute to this situation. With the long-term impacts of climate change and sea level rise likely to cause more frequent flood events, the City must prepare comprehensive land use policy, as well as specific site design guidance, that addresses these vulnerabilities.

Designing and building in dense, urban, flood prone areas requires special approaches and techniques to make sure residents and businesses experience minimal disruption and damage during and after a storm. Hoboken's Flood Damage Prevention Ordinance (Chapter 104) and New Jersey's Uniform Construction Code (UCC) govern flood zone construction. These regulations determine the type of structures foundations and materials that should be used to build resilient structures in flood prone areas, among other specifications.

Map of the City of Hoboken's Regulatory Flood Hazard Area



See page 44 for a full page map of the City's Flood Hazard Area.

USING THESE GUIDELINES

These guidelines provide an overview of the approval process for repairs, improvements, and new construction, as well as the laws and regulations governing construction within Hoboken's flood prone areas. It also provides flood resilience strategies for residents, property and building owners, developers, and businesses. These design guidelines should be used by designers and builders as a guide for making post mitigation buildings relate well to one another while preserving connectivity with a pedestrian-friendly streetscape and enhancing the character of Hoboken's neighborhoods.

If you are repairing improving or building a structure in the City's Special Flood Hazard Area (SFHA) which is mapped on page 44 you should follow the approval process and project checklist for your project type on the following pages. Projects are either considered Rehabilitation (pg.8) (minor repairs), Substantial Improvement (pg.12) (non-minor repairs and renovation), or New Construction (pg.14). A description of each project type can be found in this guide. If you are still unsure about which applies to your project you should contact the City's Floodplain Administrator.

These guidelines also provide strategies for reducing your flood insurance premiums. This document provides information on using flood resilient building materials designing below the Design Flood Elevation (DFE), floodproofing measures, protecting utilities and mechanical systems, parking requirements, and foundation design.

Are you in the Special Flood Hazard Area (SFHA)?

Use the map on page 44 to determine if your property is within a regulated flood zone and the base flood elevation for that zone.

What is your Design Flood Elevation (DFE)?

DFE = BFE + Freeboard

The DFE is the elevation to which construction is regulated in the City of Hoboken. It is calculated by taking the base flood elevation on the Adopted Regulatory Flood Maps and adding required freeboard. Freeboard is a specified height above the anticipated flood elevation,that accounts for future conditions and limitations in estimating flood elevations. See page 44&45 for the regulatory flood map to identify the DFE for your property.

THE APPROVAL PROCESS

A Construction Permit is required for most repairs and for all renovation or improvements made to a building or piece of property. If the property is located within the Special Flood Hazard Area and the renovations are substantial, or new construction is proposed, a Floodplain Permit must also be obtained.

The design review process is virtually the same for homeowners, building and property owners, businesses and developers, though requirements for compliance may vary based on the building type and amount of work being proposed.

The Project Review and Approval Process

1. Determine whether your property is located in a Special Flood Hazard Area (SFHA) and what is the required design flood elevation (DFE). (See page 44)

2. Obtain an Elevation Certificate (EC) from a licensed Professional Land Surveyor. The EC must be provided on FEMA Form OMB No. 1660-0008 or newer. A sample Elevation Certificate can be found on page 46.

3. Use the checklists in this document (pages 6 & 7). Remember, the Floodplain Administrator is available for consultation at any step along the way so don't hesitate to contact the office for guidance and assistance.

4. Work with a licensed Professional Architect to design your construction or renovation to meet resilient Flood Damage Prevention and Uniform Construction Code requirements.

5. When architectural plans are ready they must be submitted to the Floodplain Administrator. The Administrator will review the plans for compliance with the Flood Damage Prevention Code and issue a permit, or a denial with specific changes that must be made to the plans before they can be approved. Some minor repairs or replacements do not require submission of architectural drawings. In such a case you would submit a detailed description of the work and material or equipment specifications along with the Elevation Certificate and survey (when applicable).

6. Once the Floodplain Permit, Zoning Certificate, and any other required approvals have been obtained, an application is made to the Construction Code Office for plan review and Building Permits.

7. Depending on the work that is to be done interim inspections may be required by both the Construction Code Official and the Floodplain Administrator. You need to be aware of any required inspections and make sure the proper official is called to conduct a site inspection. If an interim inspection is missed, and the code official cannot verify the work that was done, they may require deconstruction of some or all of the work that was done after the missed inspection.

8. When construction or renovation work is completed on an area of a building below flood elevation a new EC must be provided to the Floodplain Administrator prior to final inspection. For floodproofed buildings a FEMA Floodproofing Certificate will be required instead of an as-built EC. The new EC or Floodproofing Certificate will also be required by your flood insurance company for rate adjustment.

9. After all final inspections are complete a Certificate of Occupancy (CO), Certificate of Continued Occupancy (CCO) or Certificate of Approval (CA) will be issued by the Zoning Officer and Construction Official to close out the issued permits.

To Obtain a Floodplain Permit You Will Need:

- ☐ A completed application;
- ☐ An Elevation Certificate or Property Survey with spot elevations showing the elevation of the lot, the adjacent sidewalk, and grade adjacent to the four corners of any existing structures; and
- ☐ Architectural drawings of the proposed work including, but not limited to:
  - Façade drawings and sections that show the height of each floor relative to sea level (NAVD 1988) and DFE.
  - Location of flood vents and calculation of coverage area.
  - Specifications for flood resistant materials; use and location.
  - Specifications for backflow prevention on any new or replacement waste water lines.
  - Location and elevation of all utility connections, meters, pumps and mechanical equipment.
  - Dry-floodproofing specifications where applicable.
  - Engineering details of any foundation or structural reinforcements, where applicable.
- ☐ Any applicable permit fees

Emergency Work

When an emergency threatens a structure or property with imminent destruction or emergency work is required to protect the health and safety of the occupants, the Construction Official or Floodplain Administrator can make an exception to the standard permit approval procedure.

However, beyond basic stabilization, any work to demolish, repair or rehabilitate the structure or property will require permits that can only be secured through the approval process.

An existing structure located within the Special Flood Hazard Area (SFHA) may be rehabilitated and may continue to be used as it exists provided the cost of the proposed renovation or repairs made to the structure do not exceed 50% of the value of the structure and less than half of the floor area of the structure is affected by the renovation. *For Substantial Improvement guidelines see page 12.*

When rehabilitating any part of a structure in the SFHA that falls below the Design Flood Elevation (DFE) flood resistant building materials must be used and prescribed construction methods are to be followed. The table on page 24 shows a sampling of building materials that are acceptable for use in the flood plain and materials that are not. A more complete and detailed list of building materials can be found in FEMA Technical Bulletin 2: Flood Damage-Resistant Materials Requirements (2008).

These materials are chosen specifically because of their resistance to water damage and mold. Use of the specified materials may increase the cost of renovation by 3-5% but will reduce the time and expense of recovery from future flooding. For example; standard paper coated sheet rock and fiberglass insulation act like sponges drawing moisture up the wall much higher than the water level reached by the flooding. As a result, moisture can easily be trapped creating the perfect environment for mold growth; and for recovery, more material needs to be cut away and replaced. Closed cell foam insulation is mold resistant, can get wet and will dry completely without having to be replaced. Alternative wall materials can reduce or eliminate the need for replacement.

Loss of electricity, heat and hot water significantly increase the amount of recovery time after any natural disaster such as a flood, heavy snow, ice storm or earthquake. For that reason, all new or replacement utility connections; breaker panels and meters, must be elevated above DFE. Mechanical equipment such as HVAC, boilers, and water heaters should also be relocated above flood level whenever possible. It is important not only to protect the equipment from flood damage but also to prevent gas and oil from mixing with flood water contributing to other environmental risks. Where relocation is not possible the equipment should be elevated to the greatest extent possible.

When electrical wiring is replaced in an area below flood elevation, it should be installed "top-down" and outlets should be elevated. Trunk lines for standard electrical installation run through the lower half of the wall to outlets 12-18" above the floor. In flood prone areas the main lines should be run through the ceiling or upper wall then down to switches and outlets set at mid-wall height. Any wiring installed below the DFE must be water-resistance.

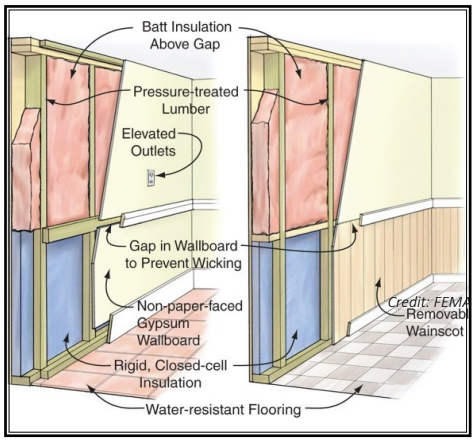
Emergency Work

1.What qualifies for emergency work?

- Any work to restore or deliver essential services or abate life-threatening conditions.

2. Recommendations

- Review these guidelines for ways to minimize future damage.



Please consult page 23 and 24 for recommendations on materials.

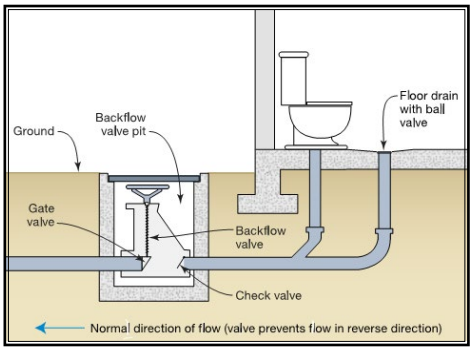
When rehabilitating any living space below flood elevation there are other things to take into consideration that may have a significant impact on reducing flood risk and lowering the cost of flood insurance. Some recommendations are listed below. You may also wish to consult the city's Flood Plain Administrator for other ideas and local best practices.

A "garden apartment" may be insured under the National Flood Insurance Program (NFIP) but if the unit is below grade on all four sides it is considered by FEMA and the NFIP to be a "basement" and not a living space. Contents and structural elements found in a normal dwelling such as flooring, drywall, kitchen and bathroom fixtures and finishes may not be covered in the event of flooding.

A great example of a residential retrofit can be found on page 30. This condo association was able to reduce their flood insurance by $12,000 by raising the basement floor, installing flood vents, and elevating utilities & mechanical equipment.

Garden Apartment

Many areas of Hoboken may have garden apartments that are considered basement to the NFIP. Refer to the regulating floodplain map to see if your garden apartment is within the floodplain.



Backflow prevention measures are required on new and replacement sewer lines.

Credit: FEMA

Requirements

- If the space to be renovated is below Design Flood Elevation (DFE), design standards dictate that the materials to be used for reconstruction are flood damage resistant.
- All new or replacement utility connections must be located at or above the DFE.
- All new mechanical equipment must be located above DFE.
- Backflow prevention measures are required on new and replacement sewer lines.

Recommendations

- Any crawl space or cellar completely below grade should be filled in and eliminated.
- The floor of the lowest enclosed area should be at or above the lowest adjacent grade on at least one side of the building; this area should be fitted with flood vents.
- Dwelling units below grade should be elevated or eliminated whenever possible.
- Consider a change of use. Non-residential uses such as commercial offices and retail spaces are permitted below DFE and can be dry flood-proofed where a residential use cannot.
- Install a backflow prevention system to prevent sewage from entering building from overflowing laterals

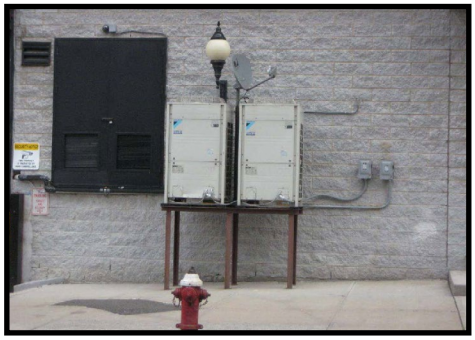
RETROFITTING COMMERCIAL SPACE

Similar to residential improvements, rehabilitation or minor renovations to an existing commercial unit can be done without required compliance with the Flood Damage Prevention Code and standard permit procedures will be followed. A "non-substantial" commercial renovation might include new interior finishes, or fit out of an existing commercial unit by a new tenant.

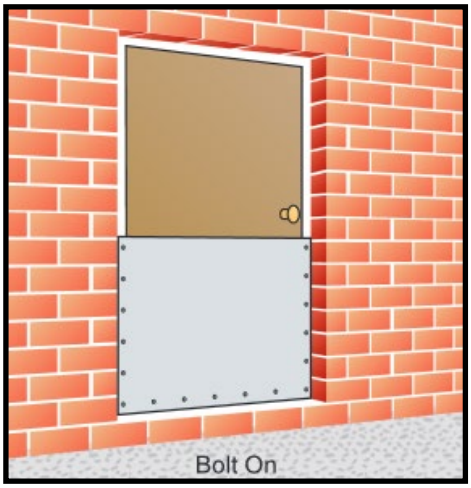
If the space to be renovated is below Design Flood Elevation (DFE), design standards dictate that the materials to be used for reconstruction are flood damage resistant. Use of flood resistant materials (page 24) can significantly reduce damage caused by future flooding and reduce the amount of time a business is displaced or unable to operate.

Unlike residential properties, non-residential commercial space may be dry flood-proofed. Dry flood-proofing prevents flood water from entering the unit altogether. Once floodwaters recede the business can resume operations immediately.

A combination of methods may be necessary to completely dry-proof a commercial location. The most commonly used are watertight shields for windows and doors that are easily deployed when flooding or sever weather is forecast. Shields block flood water and other debris from coming in contact with the storefront keeping the commercial unit dry and protected. Other remedial actions might include:



Elevating utilities and mechanical equipment above the DFE prevents damage from floodwaters and allows for quicker recovery.

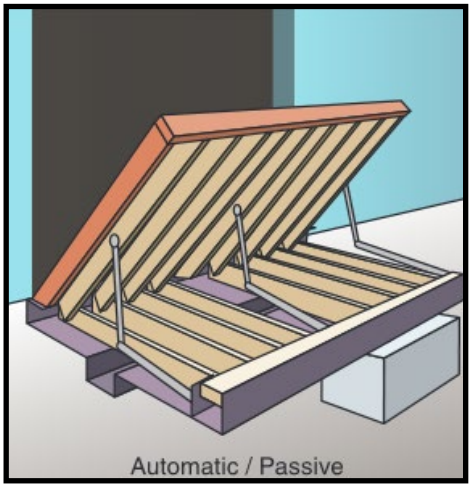


Commercial spaces can be protected using dry-floodproofing techniques.

Credit: FEMA

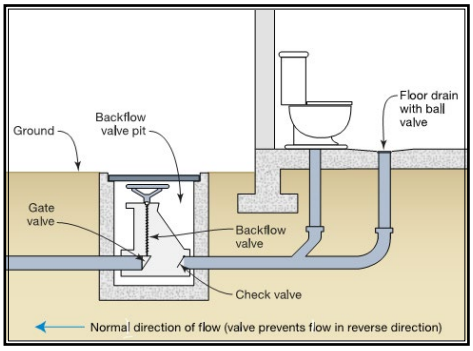
Requirements

- If the space to be renovated is below Design Flood Elevation (DFE), design standards dictate that the materials to be used for reconstruction are flood damage resistant. Use of flood resistant materials (page 24) can significantly reduce damage caused by future flooding and reduce the amount of time a business is displaced or unable to operate.
- All new or replacement utility connections must be located at or above the Design Flood Elevation.
- All new mechanical equipment must also be located above DFE.



Using automatic flood shields is safer and more reliable for protecting buildings during an emergency.

Credit: FEMA



Backflow prevention measures can prevent sewage from backing up into building.

Credit: FEMA

RECOMMENDATIONS

- Unlike residential properties, non-residential commercial space may be dry flood-proofed. Dry flood-proofing prevents flood water from entering the unit altogether. A flood-proofed building or commercial unit must provide a FEMA Flood-proofing Certificate certified by a licensed engineer in lieu of an Elevation Certificate.
- Reinforcement of walls to withstand floodwater pressures and impact forces generated by floating debris.
- Use of membranes and other sealants to reduce seepage of floodwaters through walls and wall penetrations.
- Installation of drainage collection systems and sump pumps to control interior water levels, collect seepage, and manage hydrostatic pressures on the slab and walls.
- Installation of check valves to prevent the backflow of floodwaters or sewage flows through drains.
-
- Use backflow prevention measures to limit sewer line back-ups into the building and reduce recovery time after a storm.

SUBSTANTIAL DAMAGE AND IMPROVEMENT PROJECTS

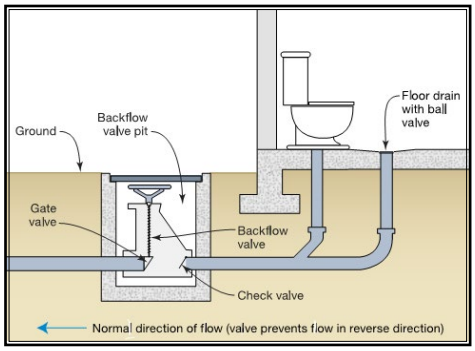
When an existing structure within the Special Flood Hazard Area (SFHA) is being renovated or improved, for any reason, and the value of those alterations exceed the market value of the structure prior to the alterations by 50% or more, those improvements are considered substantial. Market value, for this purpose, does not include land value or take into consideration the overall value of the property which may be influenced by other factors such as location, accessory uses or structures, neighborhood, and community amenities. The market value of the structure is based just on the building to be improved and the value of its parts; building materials and labor.

A simple rule of thumb: When any building is renovated where interior finishes are being updated over more than one-half of the floor area or where electrical, plumbing or mechanical equipment is being replaced; that improvement is typically substantial.

A building that is being substantially improved must be brought into compliance with current construction standards including the Flood Damage Prevention Code. This includes relocation of utility connections and mechanical equipment and may include abandonment of residentially occupied space below Design Flood Elevation (DFE).

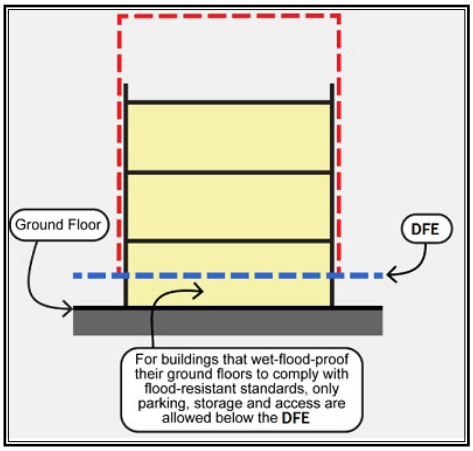
Enclosed areas below DFE can be used only for building access, storage and parking (where parking is permitted by zoning). Where an enclosed area below DFE is below grade on all sides, the floor of the basement or crawl space must be raised to the level of the lowest adjacent grade or higher. Engineered flood vents must also be installed on at least two sides; this will allow hydrostatic pressure to equalize on the foundation walls to prevent damage or collapse during a flood event.

Unlike free-standing suburban homes, row houses in Hoboken cannot be easily elevated above the DFE. Compliance can however be achieved by elevating the residential living space. Floors may be shifted within the existing building to achieve the necessary elevation. It may also be possible to add a floor or horizontal extension to replace the lost residential floor area. Such solutions must be reviewed on a case by case basis by the Floodplain Administrator and may be subject to other approvals by the Planning or Zoning Board.



Backflow prevention measures are required on new and replacement sewer lines.

Credit: FEMA



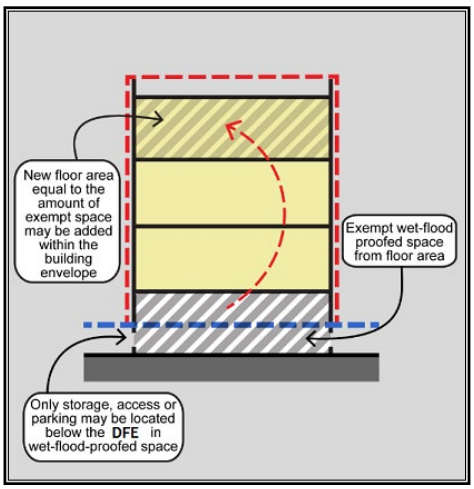
Occupancy below the DFE is limited to parking, storage, and building access.

REQUIREMENTS:

- Residential use of any floor below DFE must be vacated. Lowest enclosed area should be unfinished or minimally finished using flood resistant materials (see page 24). The area of a structure below DFE may be used only for building access, storage, and parking where permitted.
- A crawl space, cellar or basement below grade on all sides must be eliminated or filled in to match the level of the lowest adjacent grade next to the building.
- Lowest enclosed area below DFE must be fitted with the required number of flood vents installed on at least two sides of the building.
- All utility connections and mechanical equipment must be relocated above DFE or protected from contact with flood waters.
- Plumbing and waste lines must be fitted with backflow prevention.

RECOMMENDATIONS:

- Residential floor area below DFE which is vacated to make the structure compliant might be recouped by transferring the floor area elsewhere within the building envelope by adding a floor or rear extension.
- Where a floor cannot be added, the floors within the structure may be realigned to raise the lowest occupied floor above DFE.
- Consider a change of use for the ground floor. Non-residential uses on the ground floor such as commercial offices and retail spaces are permitted below DFE and can be dry-floodproofed where a residential use cannot. A dwelling unit that is above grade but below the DFE may be converted and dry floodproofed for a permitted commercial use. Additional approvals for change of use may be required.



Add a floor to maintain the same floor area ratio.

NEW CONSTRUCTION

New construction projects must be fully compliant with Federal, State and Local Flood Damage Prevention Code requirements. Where multiple regulations overlap, the higher regulatory standard shall apply.

Applications for new construction that are subject to site plan or variance approval by the Planning or Zoning Board must also be reviewed by the Floodplain Administrator prior to being deemed complete by the reviewing Board. This pre-review is intended to save everyone time and money. If a project approved by the Board is not compliant with the Flood Damage Prevention Code, permits will not be approved for construction of the project. If measures taken to make the project compliant significantly change the approved structure, the applicant may be required to return to the approving Board for amended approval.

New construction projects not requiring Board approval will be reviewed by the Flood Plain Administrator. Once determined that the project is compliant with Flood Damage Prevention Code a Floodplain Permit will be issued. No Construction Permits will be issued for construction in the Special Flood Hazard Area without a Floodplain Permit.

Commercial spaces on the first floor can be dry floodproofed, while keeping residential units above the DFE.

Credit: F. Banisch

REQUIREMENTS:

- Areas of the building below DFE shall be used only for parking, storage and building access including residential lobbies, retail entrances, driveways and loading docks.
- All residential dwelling units must be elevated above DFE.
- Residential services located below DFE including but not limited to resident parking, resident storage units and building amenities for use only by the residents of the building may only be wet floodproofed.
- All emergency exit stairwells and corridors shall be wet floodproofed and designed with hydrostatic openings (flood vents) to maintain the operation of the exit door. Emergency exits must open at grade. Evacuation points from elevated floors are not acceptable as emergency exits.
- Only commercial/non-residential portions of a mixed use building are allowed to be dry floodproofed.
- Automatic sewage backflow prevention devices shall be required on plumbing lines below DFE to prevent sewage backflow.

Elevate external mechanical systems above the DFE.

Credit: F. Banisch

Use platforms to elevate external mechanical equipment above the DFE.

Credit:J. Miller

Landscaping can be used to soften the appearance of elevated buildings.

Credit: F. Banisch

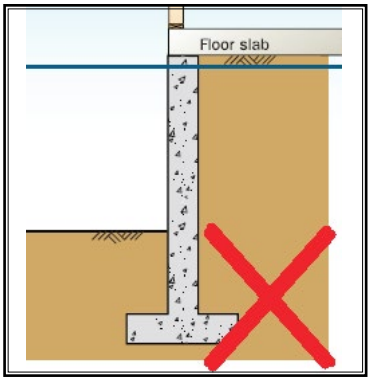
- Utility connections, meters, mechanical and life-safety equipment shall be either elevated above DFE; or located within a certified dry floodproof enclosure.
- A variance may be granted to dry floodproof the residential lobby only in cases where there are at least two other means of emergency egress that are wet floodproofed.
- Parking (where permitted) shall be located at grade. A parking deck may only be elevated if constructed over piers or piles that are unenclosed or enclosed only by flood permeable walls such as breakaway walls or walls fitted with hydrostatic openings.
- Below grade parking in the SFHA is not permitted unless the below grade parking area is designed and approved as temporary stormwater storage (detention).
- Garage walls fronting on a street or pedestrian way should have regular fenestration consistent with the pattern of fenestration on floors above grade.
- The setback or right-of-way area in front walls should have at-grade planting beds, rain gardens, or green walls installed and maintained by the property owner(s) as a required buffer planting. Alternative visual effects will be considered on a case by case basis by the reviewing board at the time of site plan review.

CITY OF HOBOKEN DESIGN STANDARDS & GUIDELINES

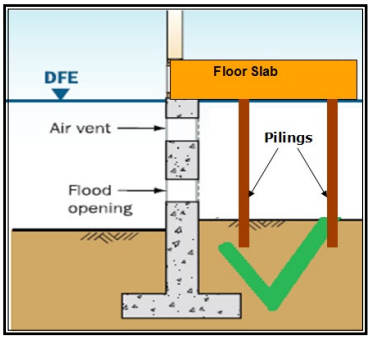
Selection of the appropriate foundation type is important for a building's structural strength. Poor drainage and floodwater ponding are common in Hoboken, making proper foundation design and materials selection essential to resilient design.

The foundation type most common for buildings in Hoboken's flood hazard areas is a solid perimeter wall with footings and slabs supported by underground pilings. Solid perimeter wall foundations create enclosures that are sometimes called crawlspaces or underfloor spaces. Such enclosures in floodprone areas should be designed to withstand hydrostatic pressure, either through adequate flood openings. These areas should not be designed for residential uses.

To prevent the displacement of stormwater, the City does not allow the placement of fill to raise the ground level or filled stem-walls



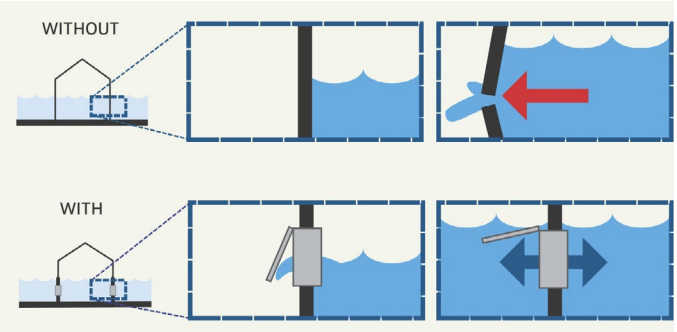
Filled stem-walls, thick monolithic slabs and placement of fill to raise the ground level are not permitted.



Solid perimeter wall foundations with footings and slabs supported by underground pilings are appropriate for most areas of Hoboken.

Foundation Guidelines

- Use pilings and footings in solid perimter foundation design.
- Do not use fill to raise the ground level.
- Any enclosure that is below the DFE, but above grade should be fitted with adequate flood openings.
- The floor of any cellar or crawl space that is below grade on all four (4) sides must be raised to match or exceed the height of the lowest adjacent grade next to the building.

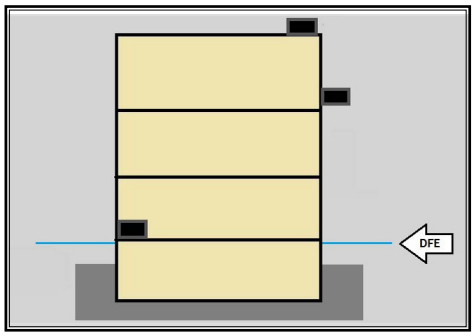


Enclosures below the DFE need to be fitted with flood openings to prevent foundation collapse from uneven hydrostatic pressure.

Credit: FEMA

MECHANICAL SYSTEMS AND UTILITIES

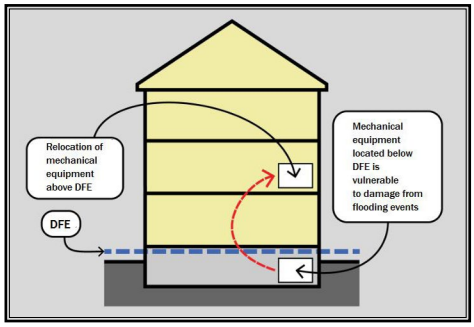
The loss of electricity, heat or hot water significantly lengthen recovery time after any natural disaster. Protecting mechanical systems from flood waters will minimize damage and make it easier to return to normal after a storm. In addition to protecting equipment from disruption it is important to prevent damage and keep liquid fuels from mixing with flood waters.



Place utilities and mechanical equipment above the DFE. If utilities are placed outside the building, they should be anchored

New connections and Equipment

- All new or replacement utility connections must be located at or above the Design Flood Elevation.
- All new mechanical equipment must also be located above DFE.



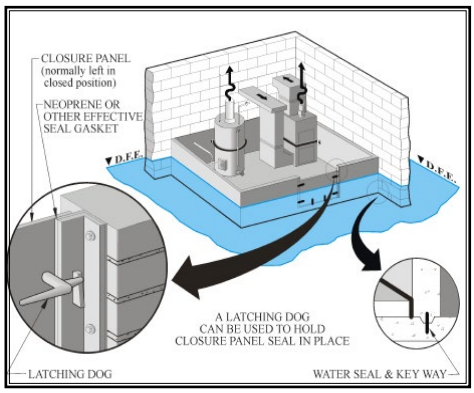
Relocate mechanical equipment above the DFE. For best results place on a higher floor.

Existing Systems: Relocate

- Move external equipment to the roof.
- Relocate internal equipment to higher floors.
- Build an additional equipment room above DFE.
- Replace multi-unit systems with smaller on-demand systems within individual units.
- Remove fuel tanks if heating systems are replaced with a natural gas system.
- Consider clearance and venting requirements before relocating

Existing Systems: Elevate

- In areas below the DFE, raise internal equipment as high as possible.
- Place external equipment on platforms above the DFE.
- Equipment must be anchored against wind.



If the utilities cannot be relocated, put a barrier around them to prevent floodwaters from entering.

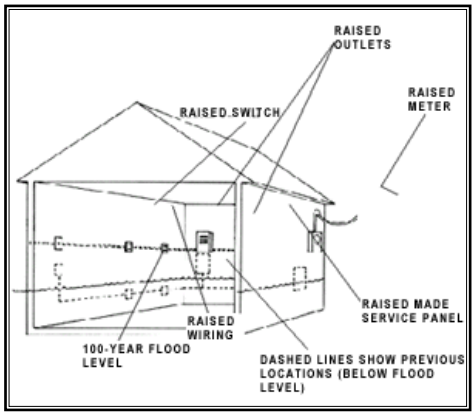
Credit: FEMA

Existing Systems: Floodproof

- Mechanical equipment in non-residential buildings MAY be located inside barriers that are designed to resist flood loads and keep floodwaters away from the equipment. In new construction, however, elevation of mechanical equipment provides a higher level of protection and is preferable.

Electrical

- When replacing electrical wiring in areas below DFE, wires should run down from the ceiling, instead of along the floor, and outlets should be elevated above the DFE.
- Any wiring installed below the DFE must be water-resistant and comply with the National Electric Code.
- All new electric meters and panels must be relocated above the DFE.
- Use conduits mounted on walls, which will be easier to replace after flooding.
- Where permitted, place electric equipment such as disconnects, panels, switch gear, and transformers above the DFE. Make sure they are accessible by stairs and a work platform if higher than 65 inches above the ground or floor.
- Branch circuits and secondary electrical components vulnerable to flooding can be isolated from the building's electrical system to allow power to be safely restored. All work must comply with the National Electric Code.

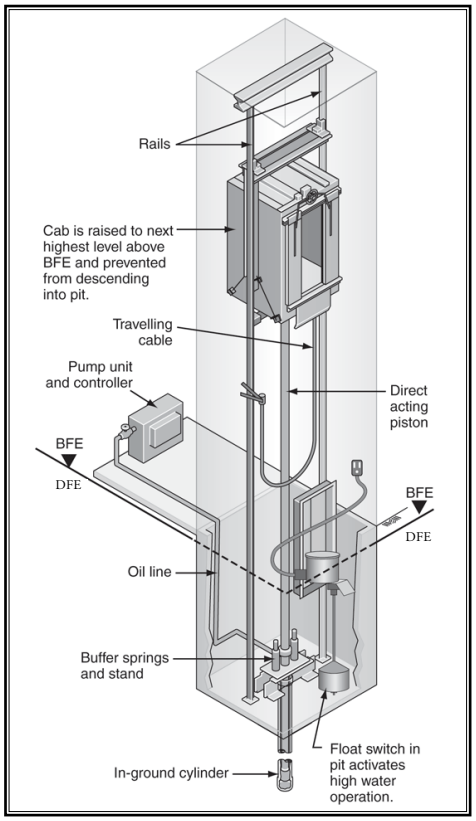


All electric wiring and outlets should be elevated above the DFE.

Credit: Paragon Certified Restoration

Elevators & Lifts

- Can be designed to access areas below DFE.
- Locate motors, elevator controls, and hydraulic pumps above the DFE.
- Cabs and shafts should be designed to resist flood loads and constructed of flood damage-resistant materials.
- Use float switches to avoid sending cabs to areas below the DFE during a flood.
- Refer to FEMA's Technical Bulletin 4: Elevator Installation for Buildings Located in Special Flood Hazard Areas in accordance with the National Flood Insurance Program for additional technical guidance.



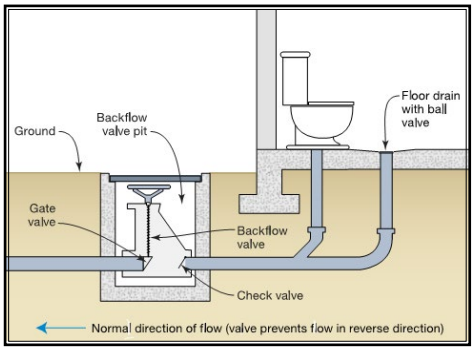
Float switches prevent elevator cabs from entering flooded areas.

Credit: Otis Elevator Company

Heating and Cooling Equipment

- Electrical service is only permitted below the DFE to meet life safety and electrical code requirements.
- Furnaces, water heaters and other equipment can be protected by floodproof gates in non-residential buildings, but elevating equipment above the DFE offers the surest protection from flood damage.
- Vents and fill inlets on all mechanical equipment should be elevated above the DFE or protected against infiltration of floodwater.
- Underground Storage Tanks must be properly anchored or removed since submerged tanks can collapse or be dislodged.
- For existing buildings, consider converting to natural gas.

Water and Sewer Pipes



Backflow prevention measures are required on new and replacement sewer lines.

Credit: FEMA

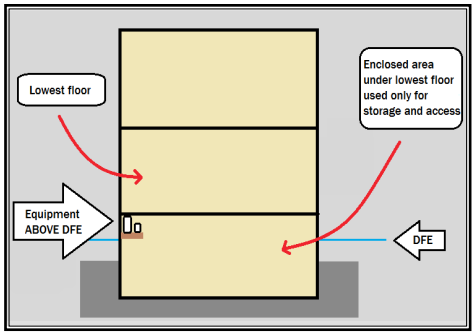
- Utility pipes and lines that come from the ground must be installed to prevent the entry of floodwaters.
- Backflow prevention valves should be added to sewer lines and floor drains to minimize stormwater and sewage flowing into buildings.
- The City requires installation of backflow valves when new sewer lines are installed or existing lines are replaced.
- In areas expected to have waves and debris, pipes and lines should be attached to the inland side of a foundation element or placed in conduit that will resist impacts.

Duplicate Power Sources

- Back-up Power such as natural gas generators or battery back-ups should be used to provide power to life safety equipment, alarms, or emergency lighting.
- Install generator-ready hookups for quick-connections after floodwater recedes.

Areas below the DFE should be prepared to flood. For this reason, only certain uses are allowed below the DFE. Spaces elevated above the DFE usually sustain little damage and often can be reoccupied quickly after floodwaters recede. Where possible, consider elevating the building above the DFE, converting existing residential units to a commercial use or storage, and designing to maximize the space above the DFE.

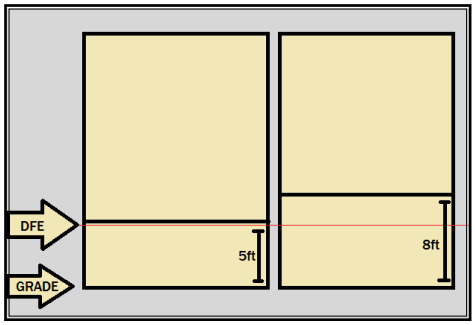
Theses guidelines outline the requirements and recommendations to minimize property damage from flood events. It is important to consider the use of the space, building materials, floodproofing options, and accessiblity when designing below the DFE. Areas below DFE should not be extensively finished. Where finishes are used they must be flood resistant to withstand direct contact (up to 72 hours) with flood waters.



To minimize damage, uses below the DFE are limited to storage, building access, parking, and commercial spaces that are dry floodproofed.

Residential Units Below the DFE

- New residential units are not permitted below the DFE.
- An existing residential unit below DFE may remain in place if the total work done in the unit and/or the building is not a substantial improvement.
- If substantial improvements are to be made the unit must be relocated or eliminated.



Adding extra height to enclosures below the DFE allows more flexibility to create commercial space, lobbies, parking or storage facilities beneath the DFE.

Commercial Uses Below the DFE

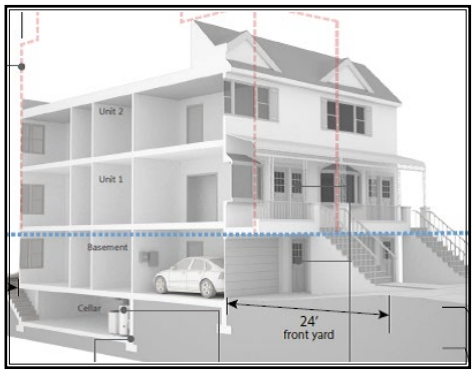
- Commercial buildings or mixed-use buildings may have dry floodproofed non-residential uses such as offices or retail units below the DFE.
- Commercial uses below the DFE must be dry floodproofed.
- A floodproofed building or unit must provide a FEMA Floodproofing Certificate certified by a licensed engineer.

Other Acceptable Uses

- Building access, lobbies and emergency hallways.
- Storage.
- Parking (where permitted), driveways, and loading docks.
- These uses must be wet floodproofed and designed to flood.

Enclosures Below the DFE

- A cellar or crawl space that is below grade on all four (4) sides must be filled in and the floor raised to match or exceed the height of the lowest adjacent grade next to the building.
- Areas below DFE should not be extensively finished. Where finishes are used they must be flood resistant to withstand direct and prolonged contact (up to 72 hours) with flood waters.
- Enclosed areas below DFE must be fitted with hydrostatic openings (flood vents).
- No bathrooms or plumbing outlets are permitted below DFE.
- Appliances are not allowed in an enclosed wet floodproofed area.
- Electrical outlets should be elevated and wiring done "top-down" to the greatest extent possible.
- Mechanical equipment and utility connections must be elevated above DFE, relocated or otherwise protected from inundation during flooding.

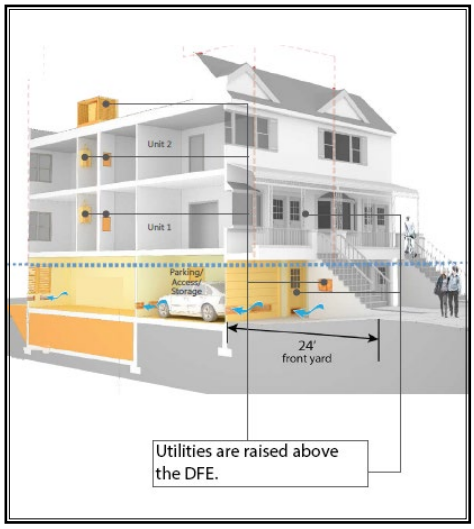


Multi-unit buildings with utilities in the basement may not be compliant with the NFIP or City's current regulations.

Credit:: New York City Planning Department

Emergency Exits

- Emergency exits MUST open at grade.
- Evacuation points from elevated floors are NOT emergency exits.
- Emergency exit stairways and corridors MUST be wet floodproofed and designed with flood vents to maintain operation of the exit door.



To comply with the current regulations, utilities can be placed in the units. The basement should be filled, and the area below the DFE should be wet floodproofed and used as parking and/or temporary storage.

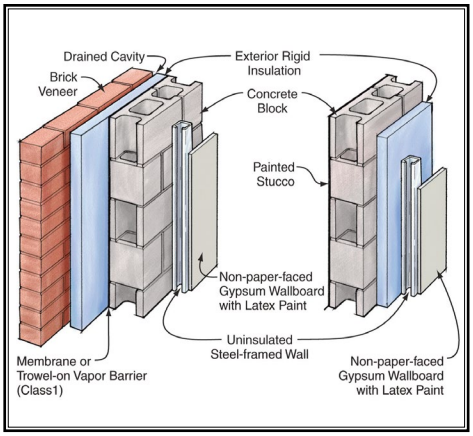
Credit:: New York City Planning Department

For all repairs, rehabilitation projects, and new construction projects below the DFE, regardless of use, flood resistant building materials must be used and prescribed construction methods are to be followed. Selecting appropriate building materials is the simplest way to increase flood resilience and reduce future flood damage to your property.

These materials are chosen specifically because of their resistance to water damage and mold. Use of the specified materials may increase the cost of renovation by 3-5%, but will reduce the time and expense of recovery from future flooding.

Building materials used below the DFE MUST be capable of withstanding direct and prolonged contact (up to 72 hours) with floodwaters without sustaining any damage that requires more than cosmetic repair. Acceptable materials resist water and mold growth, and can be easily cleaned or pollutants carried by floodwater.

Unacceptable materials include wood, paper products and other materials that absorb or retain water, dissolve or deteriorate, lose strength or integrity, or are adversely affected by water.

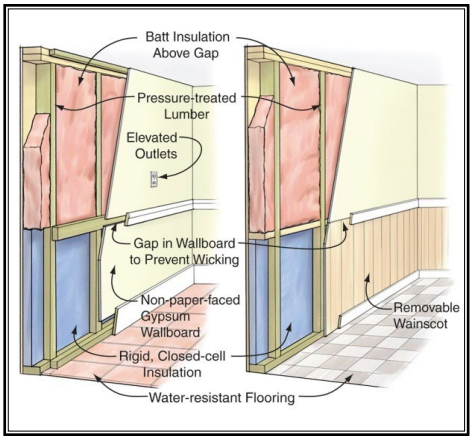


Construction with proper flood resistant materials minimizes damage from flood loads and long-term exposure to floodwaters.

Credit: LSU Ag Center and Coastal Contractor Magazine

Material Guidelines Below the DFE

- Structural elements should be steel or concrete; concrete must be reinforced where necessary subject to anticipated flood depths.
- Specially treated and decay-resistant lumber and marine grade plywood can be used for certain applications but should be limited.
- Flooring materials should be nonporous, such as polished concrete, ceramic or porcelain tile, terrazzo or vinyl.
- Wood flooring and carpeting should not be used below DFE.
- Walls and ceilings should be finished with materials such as, but not limited to, aluminum studs, cement board, treated lumber, paperless gypsum board, glass, metal, PVC, and Latex or epoxy paint.
- Only closed cell insulation is permitted below DFE. Fiberglass insulation should not be used in any area that may come in contact with floodwaters.



Flood resistant design aids speedy recovery after storm events.

Credit: LSU Ag Center and Coastal Contractor Magazine

FLOOD RESISTANT MATERIALS

MATERIAL TYPE	MATERIALS TO USE	MATERIALS TO AVOID
Structural Flooring Materials	• Concrete • Steel • Marine grade or preservative treated plywood • Treated or naturally decay-resistant lumber	• Engineered wood or laminate flooring • Oriented-strand board • Exterior grade or edge-swell resistant headers and beams • I-joists
Finish Flooring Materials	• Ceramic, porcelain or clay tiles • Terrazzo or terrazzo tiles • Vinyl tile or sheets	• Engineered wood or laminate flooring • Carpeting • Wood flooring • Cork
Structural Wall and Ceiling Materials	• Concrete • Brick face • Cement board, fiber-cement board • Pressure-treated lumber • Solid, standard, structural lumber • Aluminum studs • Closed cell insulation • Paperless gypsum board	• Fiberglass insulation • Paper-faced gypsum board • Oriented-strand board • Greenboard
Finish Wall and Ceiling Materials	• Glass • Metal cabinets or doors • PVC board and trim • Latex or epoxy paint • Stainless steel or galvanized steel hardware	• Wood cabinets and doors • Particle board cabinets and doors • Standard wood finish trim • Non-latex pain • Wallpaper • Plaster • Cork

For a complete list of acceptable materials see FEMA Technical bulletin 2: Flood Damage-resistant Materials Requirements.

Wet floodproofing allows floodwaters to enter and exit a building unimpeded and relies on the use of flood damage-resistant materials and construction techniques to minimize flood damage.

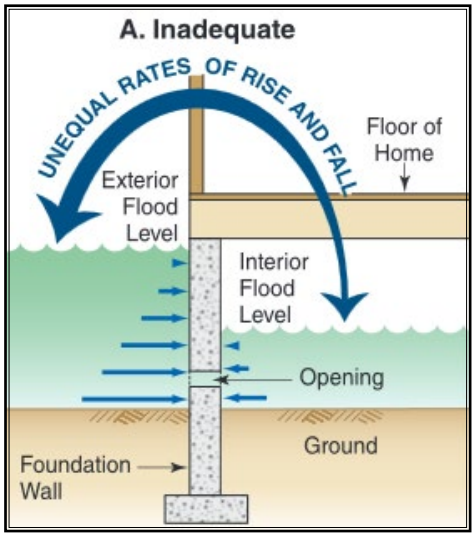
Wet floodproofing is required for all spaces below the DFE that are used for parking, storage, or building access. Wet floodproofing is not permitted in the livable areas of residential buildings.

Designing Flood Openings

- Flood openings must allow automatic inflow and outflow of water to minimize pressure on walls and must also allow water levels within the enclosure to rise and fall at the same rate as those outside.
- Number of openings must be engineered for the amount of enclosed space. The number may vary based on the type of vent, but a general rule of thumb would be 1 square inch of vent area to 1 square foot of enclosed floor area.
- Vents must be located on at least two sides of the enclosed area.
- The bottom of each vent opening may not be located more than 12 inches above the interior floor or the exterior grade immediately below the opening, whichever is higher.
- Screens, grates, grills or other covers or devices must be free-moving and must not resist or impede automatic flow of floodwater.

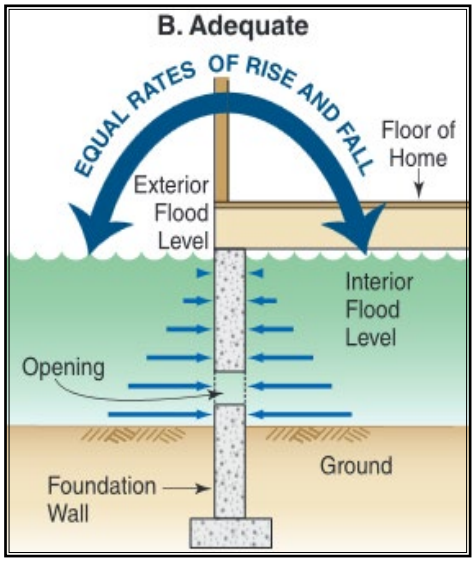
Flood Resistant Materials

- All wet floodproofed areas must use materials designed to withstand contact with floodwaters (see page 24-25).



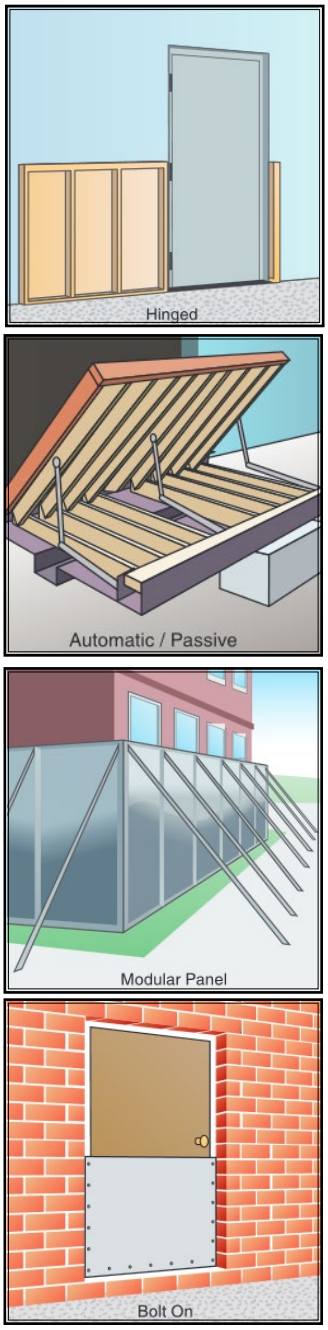
Inadequate openings may result in foundation collpase from pressure from floodwaters.

Credit: FEMA



Openings should have a ratio of 1 square inch of vent area to 1 square foot of enclosed floor area.

Credit: FEMA



There are several different mechanisms for dry floodproofing. The City recommends using automated systems.

Dry Floodproofing is a combination of design modifications that results in a building or structure, including the attendant utility and sanitary facilities, being water tight with walls substantially impermeable to the passage of water and with structural components having the capacity to resist flood loads.

Dry floodproofing can be a particularly useful flood protection technique for creation of an active street-level use and an engaging pedestrian experience. Though sometimes more expensive than elevation, dry floodproofing allows both existing and new non-residential uses to operate at the street level.

A combination of methods may be necessary to completely dry floodproof a non-residential location. The most commonly used are watertight shields for windows and doors that are easily deployed when flooding or sever weather is forecast. Shields block flood water and other debris from coming in contact with the storefront keeping the commercial unit dry and protected.

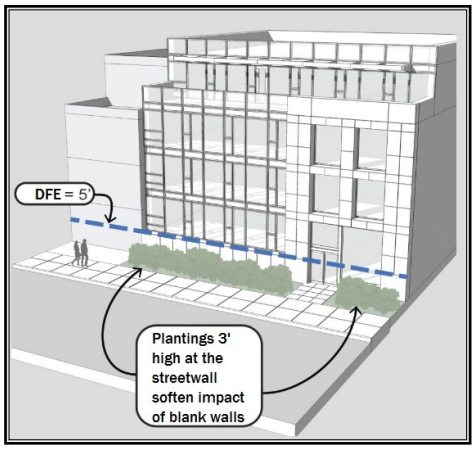
Dry Floodproofing Guidelines

- Can only be used for non-residential buildings or units in "A" zones.
- Dry floodproofing measures are not permitted in the "V" zone.
- All buildings that use dry floodproofing must provide the required FEMA Floodproofing Certificate.
- Where possible use automatic or "passive" floodproofing measures. Measures that require human intervention before an event may result in higher insurance premiums.
- The City of Hoboken may require development of an emergency and maintenance plan along with periodic testing to deploy floodproofing measures.

The first occupied floor of a building may be as much as 10 feet above sidewalk grade. Special attention has to be paid and skillful site design used to make sure these buildings maintain connectivity to the flow of street life and remain pedestrian friendly. Elevated spaces also present accessibility challenges that need to be addressed through thoughtful planning and design.

Building access is a permitted use below DFE which provides a unique opportunity for buildings to relate directly to the outside world as opposed to the separation and visual barrier created by a stoop. The otherwise vacant space below DFE can become an inviting lobby while less public areas of the grade level are used for building amenities such as mail and package rooms, trash and recycling collection, storage units and bicycle parking.

At-grade entrances also better serves residents with disabilities and can make compliance with ADA requirements easier. Stairs, ramps and lifts that might otherwise dominate the façade of a building can be located within the building providing greater accessibility, comfort and safety for everyone.



Use plantings to create visual appeal along long blank walls.

Credit:NYC Department of Planning

Streetscape Guidelines

- Limit the negative effects of blank walls at street level by adding a green buffer such as an at-grade planting bed or Green Wall.
- Use curb-side trees to create an inviting environment around the building.
- Use low voltage LED lighting to give landscaping a dramatic effect or highlight architectural details.
- Extend the upper façade pattern of fenestration and articulation all the way down to grade level.
- Recessed entryways and porticoes provide interest and draw the eye into the building.
- Use windows around a lobby or commercial entrance to draw the attention of passers-by to the building.
- Stairways and ramps should be located within the building, with street-level entryways and high levels of transparency.

Parking is an acceptable use for the space below the DFE. However, parking is only allowed in areas as directed by zoning regulations. Existing buildings that do not have a curb cut for on-site parking cannot convert the ground floor unit to parking.

In the City, it is important to design parking garages to blend in with the streetscape. Too often, parking garages can limit pedestrian interaction and create long blank walls at street-level.

For this reason the City of Hoboken has design standards for all parking, regardless of location in a floodprone area. Use these standards where possible, case-by-case review is provided for alternative visual treatments are considered by the reviewing board at the time of site plan review.

Parking Guidelines

- All garages below the DFE must be wet floodproofed.
- Use dry floodproofed commercial spaces to envelope parking in new buildings to protect the streetscape.
- For all parking below the DFE in non-individual units, floodprone spaces must be marked as such.
- Recess garage walls to reduce impact on streetscape.
- Regular fenestration (windows) consistent with the pattern of fenestration on floors above grade is required for garage walls fronting on a street or pedestrian way.
- Use planting beds, rain gardens or green wall systems installed and maintained by the property owner(s) to soften design along the streetscape.

EXAMPLES OF RETROFITTING, ADAPTIVE DESIGN, & NEW CONSTRUCTION

The Scenario: Lower Flood Insurance By $12,000

A 4 Unit condo building had a subgrade, full-height enclosure (basement) below the living floor. The building is located in an AE flood zone with a 9' Base Flood Elevation (BFE).

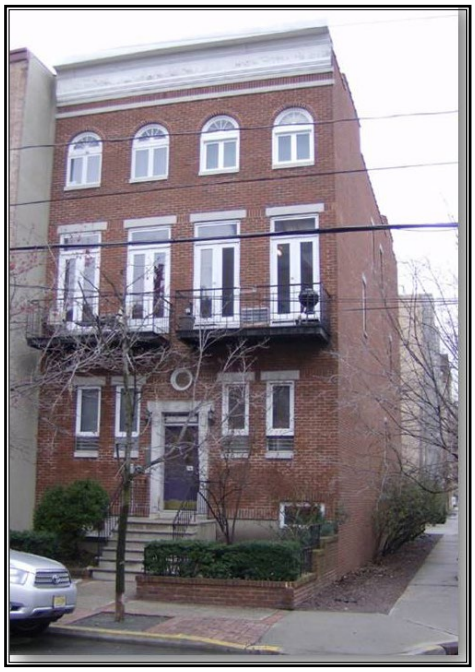
The bottom floor had an elevation of 2.8' and the Lowest Adjacent Grade (LAG) was at 4.2' making it 17" subgrade (subgrade is an NFIP designation that is given to a property when the lowest floor is lower on all four sides than the LAG).

The enclosure also did not have the proper flood opening ratio which leaves the structural walls vulnerable to hydrostatic pressure that could result in devastating damage.

The combination of a subgrade enclosure and inadequate venting leads to a -6 lowest floor rating. The only machinery located in the enclosure were 4 water heaters on platforms.

In this condition the insurance premium was $14,000 for $300,000 worth of coverage.

One of the condo owners contacted our (Flood Risk Evaluator) FRE® division on behalf of the Homeowners Association looking for ways to lower the Premium. The first non-compliance issue that needed to be addressed was the subgrade classification, then adding the proper flood vents. The FRE risk report showed that if these changes were made the insurance premium would drop to $2,000 a year total and they would receive $500,000 more in building coverage.



The Solution

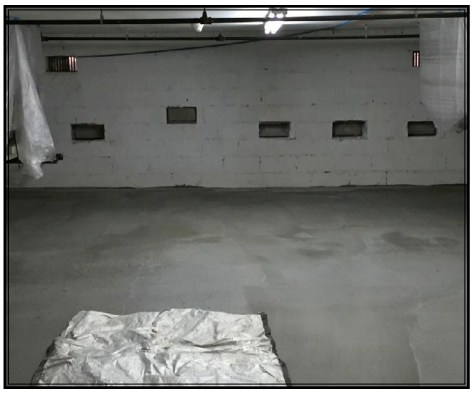
To fix the subgrade issue the enclosure floor was heightened and Smart Vents were installed. Vent ratio to enclosed area is a critical component to risk and premium reduction.

To fix the subgrade issue the enclosure floor was heightened by 17". To do this stone was first laid and compacted, then a flowable concrete fill was added on top. After the fill was complete, 7 Smart Vents® were added to the back and side wall. The vents were installed on 2 different walls and within 12" above the adjacent grade to meet FEMA requirements. Vent ratio to enclosed area is a critical component to risk and premium reduction.

After the retrofit, the premium was reduced to $2,000, or only $500 per owner verses $14,000 or $3500 per owner. Additionally, their coverage was increased to $800,000. This 85% reduction in yearly premium with a return on investment of 2.5 years is very typical. Over 10 years the savings will be $120,000.

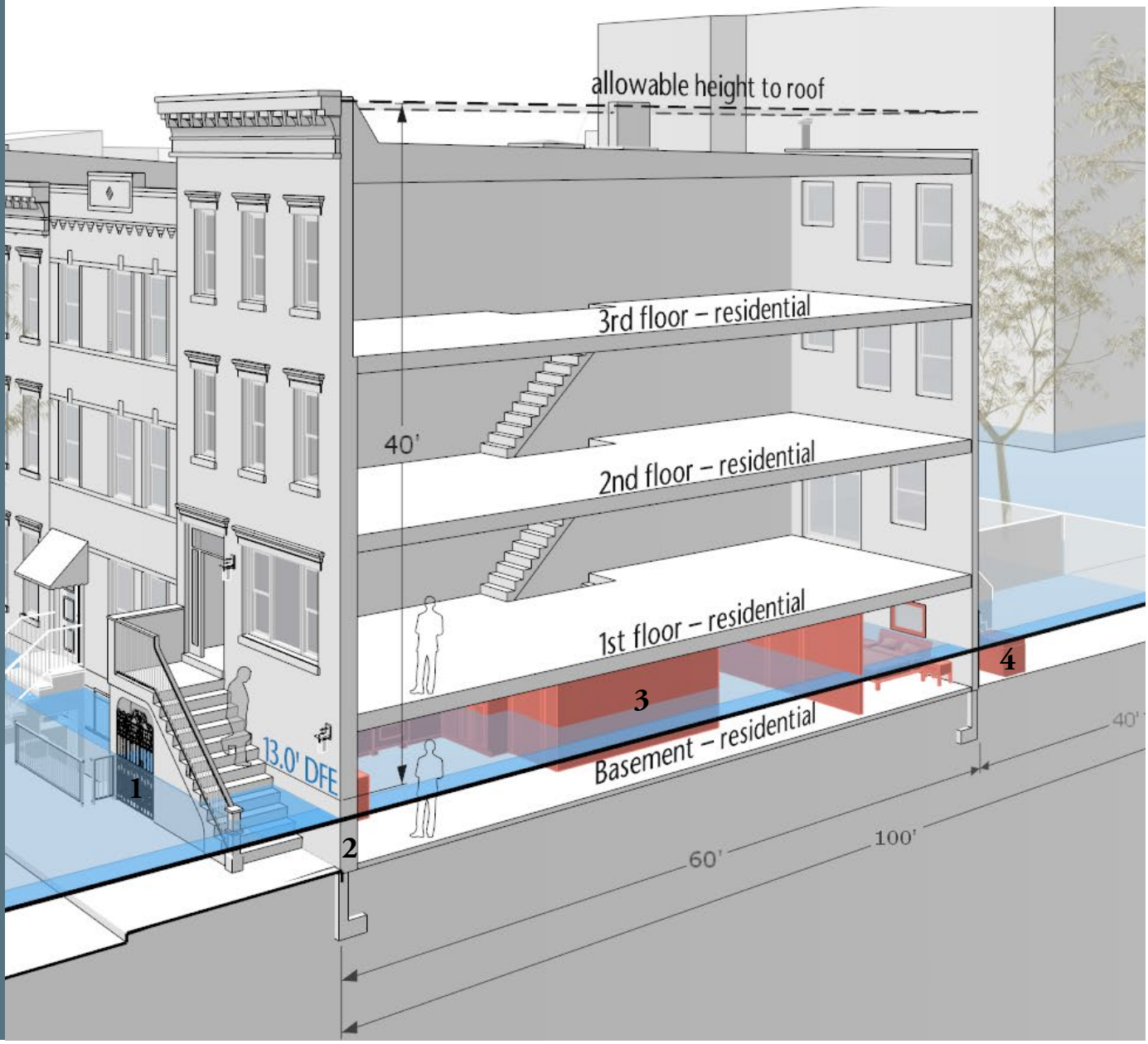
Filling an enclosed area in an urban community can be complicated and expensive yet every situation is different. Venting and eliminating a subgrade space often leads to dramatic premium reductions because the risk is lowered significantly. In some situations the subgrade may only be 6" lower than the outside grade.

Simple grading or additional measurements by the surveyor may offer the same savings with little investment. It's impossible to accurately estimate the reduction possibilities without an accurate Elevation Certificate (EC). With an EC a FRE risk report can accurately predict the retrofit requirements and the premium reduction.



Credit (all photos): Smartvent, Inc

EXISTING CONDITIONS
(NON COMPLIANT WITH FEMA OR NFIP)

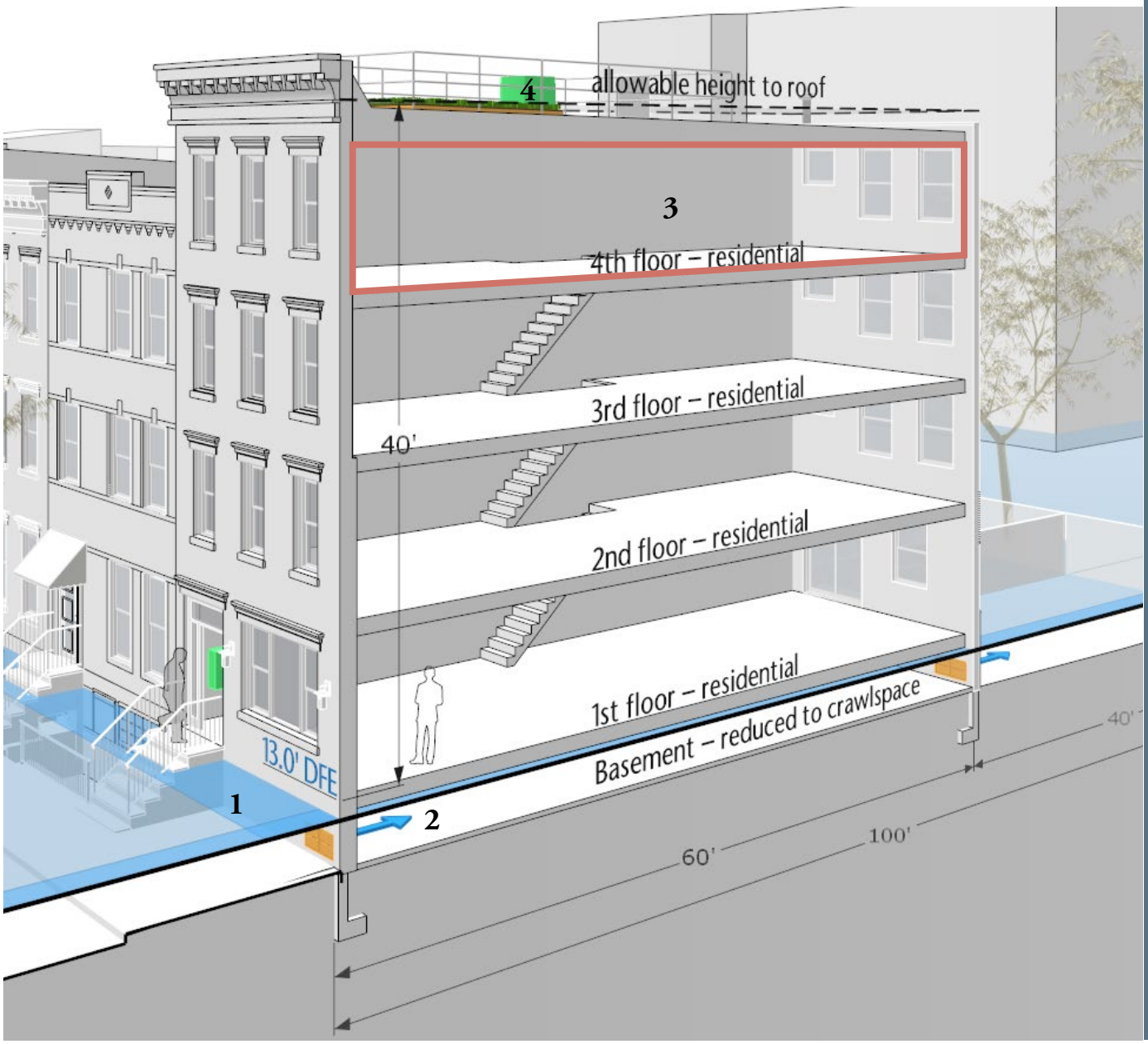


1 Building access is provided at two front entrances. One above DFE and one below at grade.

2 Unreinforced masonry bearing party-walls and wood floor joists on rubble foundation.

3 "Basement" level apartment is located below grade on all four sides. A below grade basement is not covered by flood insurance as "living space."

4 Critical systems (utilities, mechanical equipment) are located in the basement and in the rear yard at grade.



1 Elimate Doors below DFE

Wet floodproof access doors and hatches with flood vents;all access doors or hatches are required to be wet floodproofed.

Install vegetation in front of modified façade to mitigate appearance of elevation and beautify the streetscape.

2 Reduce basement to crawlspace.

Add flood vents at front and rear foundation walls. Replace openings below DFE with flood damage-resistant materials. Reinforce foundation and adjacent properties shared party walls. Crawlspace below DFE may be only used only for access and storage.

3 Relocate the floor area of the basement living space to a new 4th floor.

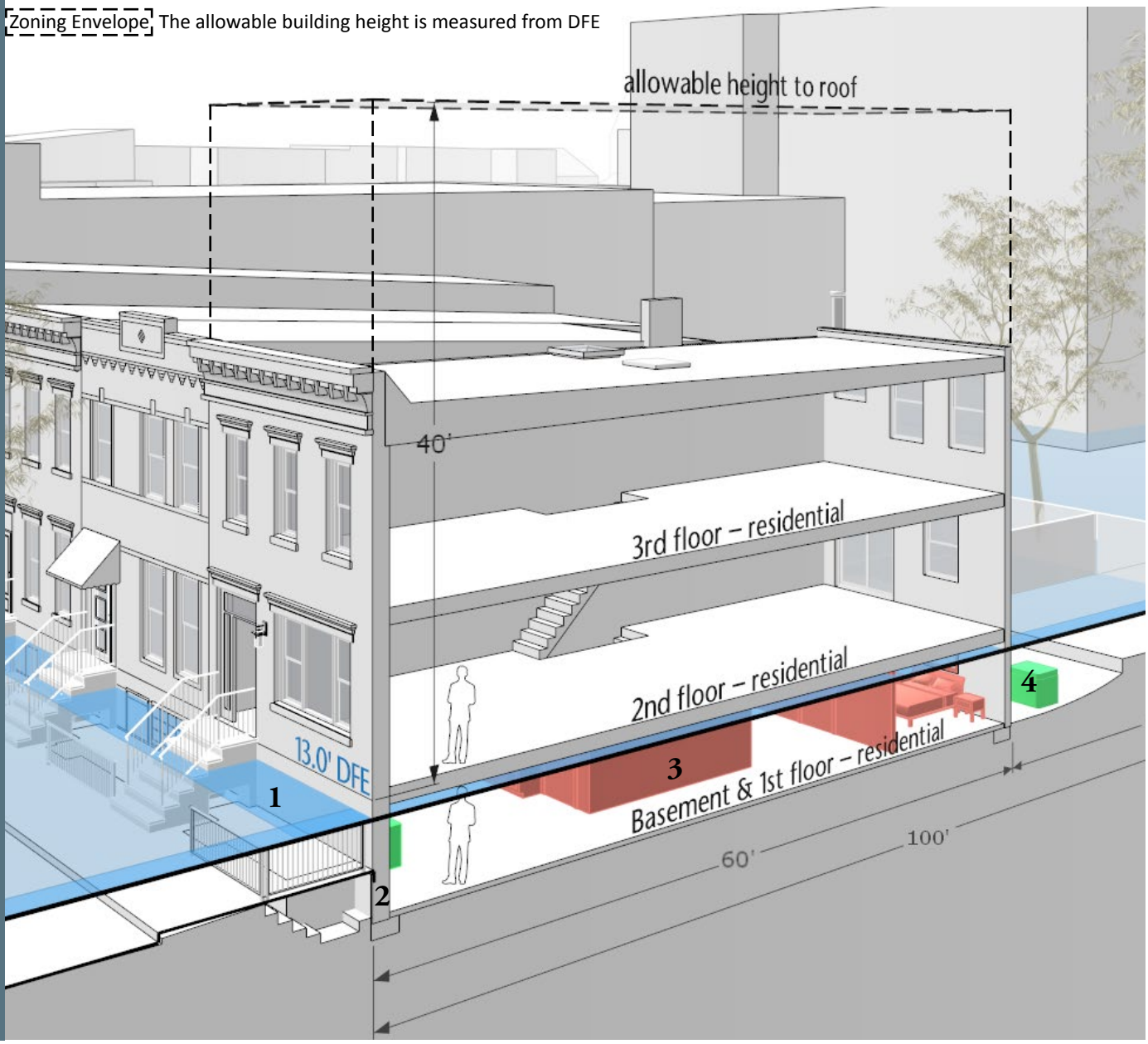
Relocations of non-compliant floor area to above the DFE is allowed within the adjusted bulk envelope. New addition and relocation of critical systems may require structural support.

4 Relocate critical systems above DFE within the building or on the roof.

Elevate utility connections, heating and cooling equipment, water heater and fire suppression equipment.

Install sump pump with emergency battery pack and discharge above the DFE.

EXISTING CONDITIONS
(NON COMPLIANT WITH FEMA OR NFIP)

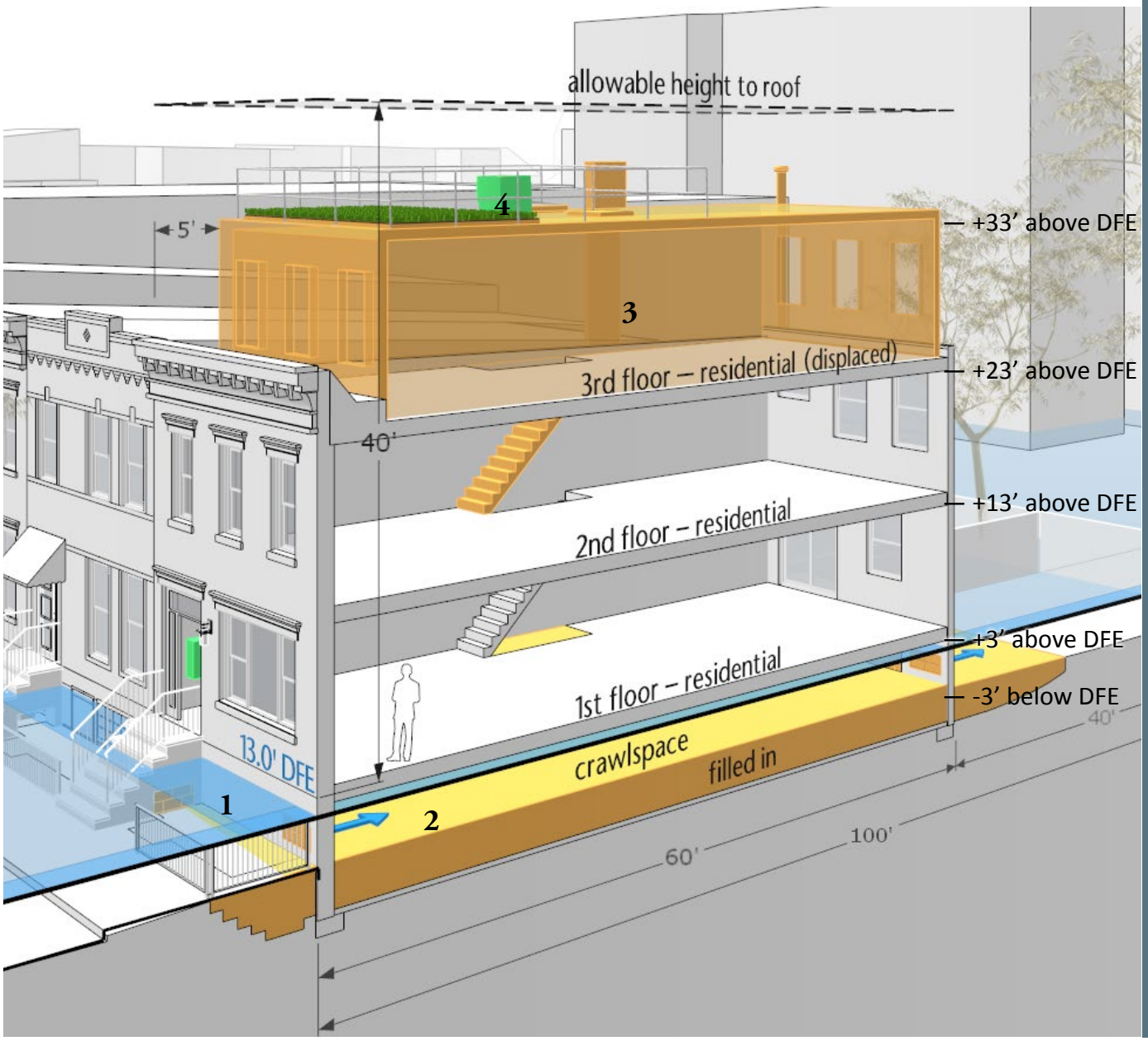


1 Building access is provided at two front entrances. One above DFE and one several feet below sidewalk grade and DFE.

2 Unreinforced masonry bearing party-walls and wood floor joists on rubble foundation.

3 "Garden" level apartment is located below grade on all four sides. A below grade basement is not covered by flood insurance as "living space."

4 Critical systems (utilities, mechanical equipment) are located in the basement and in the rear yard at grade.



1 Elimate Doors below DFE

Wet floodproof access doors and hatches with flood vents;all access doors or hatches are required to be wet floodproofed.

Install vegetation in front of modified façade to mitigate appearance of elevation and beautify the streetscape.

2 Remove existing floor, and fill to lowest adjacent grade.

Add flood vents at front and rear foundation walls.Replace openings below DFE with flood damage-resistant materials. Reinforce foundation and adjacent properties shared party walls. Crawlspace below DFE may be only used only for access and storage.

3 Relocate the floor area of the basement living space to a new 3rd floor addition.

Relocations of non-compliant floor area to above the DFE is allowed within the adjusted bulk envelope. New addition at roof and relocation of critical systems may require structural support.

4 Relocate critical systems above DFE within the building or on the roof.

Elevate utility connections, heating and cooling equipment, water heater and fire suppression equipment.

Install sump pump with emergency battery pack and discharge above the DFE.

ADAPTIVE REUSE: RESIDENTIAL BUILDING: EXISTING CONDITIONS

(NON COMPLIANT WITH FEMA OR NFIP)

1 Building access is provided at a single side entrance located below the DFE. A fire escape at the rear of the building provides secondary egress.

2 Structure has unreinforced masonry bearing walls and wood joists on a rubble foundation.

3 "Street" level apartment is located below DFE on all four sides. Residential occupancy is not permitted below DFE and is not covered by flood insurance as "living space."

Critical Systems are located in a mechanical room on the ground floor.

ADAPTIVE REUSE: RESIDENTIAL TO MIXED USE RETROFIT

(CONVERSION OF NON-COMPLIANT RESIDENCE TO COMPLIANT NON-RESIDENTIAL USE)

1 Wet floodproof residential access below DFE

Wet floodproof access doors and entry ways to enable egress from residential floors and minimize damage from flooding.

New lobby and storage area are fitted with flood vents to equalize pressure from flood waters.

2 Remove existing windows and wall penetrations below DFE.

Replace openings below DFE with flood proof materials. Reinforce foundation and adjacent properties shared party walls.

Floor joists at 1st floor are removed and replaced with a new slab on grade floor.

3 Convert existing residential unit to dry flood proofed commercial space. A new storefront and entrance is installed and fitted with flood gates.

Change of use below the DFE is allowed within the existing building. The relocation of critical systems may require structural improvement of the roof.

4 Relocate critical systems above DFE within the building or on the roof;

Include utility connections, heating and cooling equipment, water heater and fire suppression equipment.

Consider emergency generator to operate life safety equipment.

600 Harrison Street - New Construction

Flood Damage Resistant Design & Active Urban Streetscape

(Compliant with NFIP & FEMA guidelines)

1 The grade level garage, trash and bicycle storage areas are wet floodproofed. Walls are reinforced and only flood resistant building materials are used below DFE. Flood vents are installed throughout to allow the free entry and exit of flood waters.

2 A landscaped buffer and shade trees enhance streetscape and capture rainwater.

3 Fire suppression, alarm, communications equipment and elevator mechanicals are located on the 2nd floor. Heating and cooling equipment is mounted on the roof.

4 1st occupied residential floor, critical systems and mechanical equipment are located above DFE.

5 The residential lobby is finished with wet floodproof materials to quickly recover from flooding. Emergency egress stairs from residential floors enter this space, and vents enable door operation even if the area is flooded. The elevator shaft is reinforced construction and protected by a passive flood door.

6 A slightly elevated retail and residential entry plaza is introduced to help protect these areas from light flooding and to add visual interest to the streetscape. ADA ramps are integrated into the setback and streetscape design to provide ease of access.

7 The glass facade wall on the retail space and lobby are fitted with flood gates to the DFE to protect against flooding and damage from floating debris. the lobby is not designed for emergency egress and will be vacated during storm.

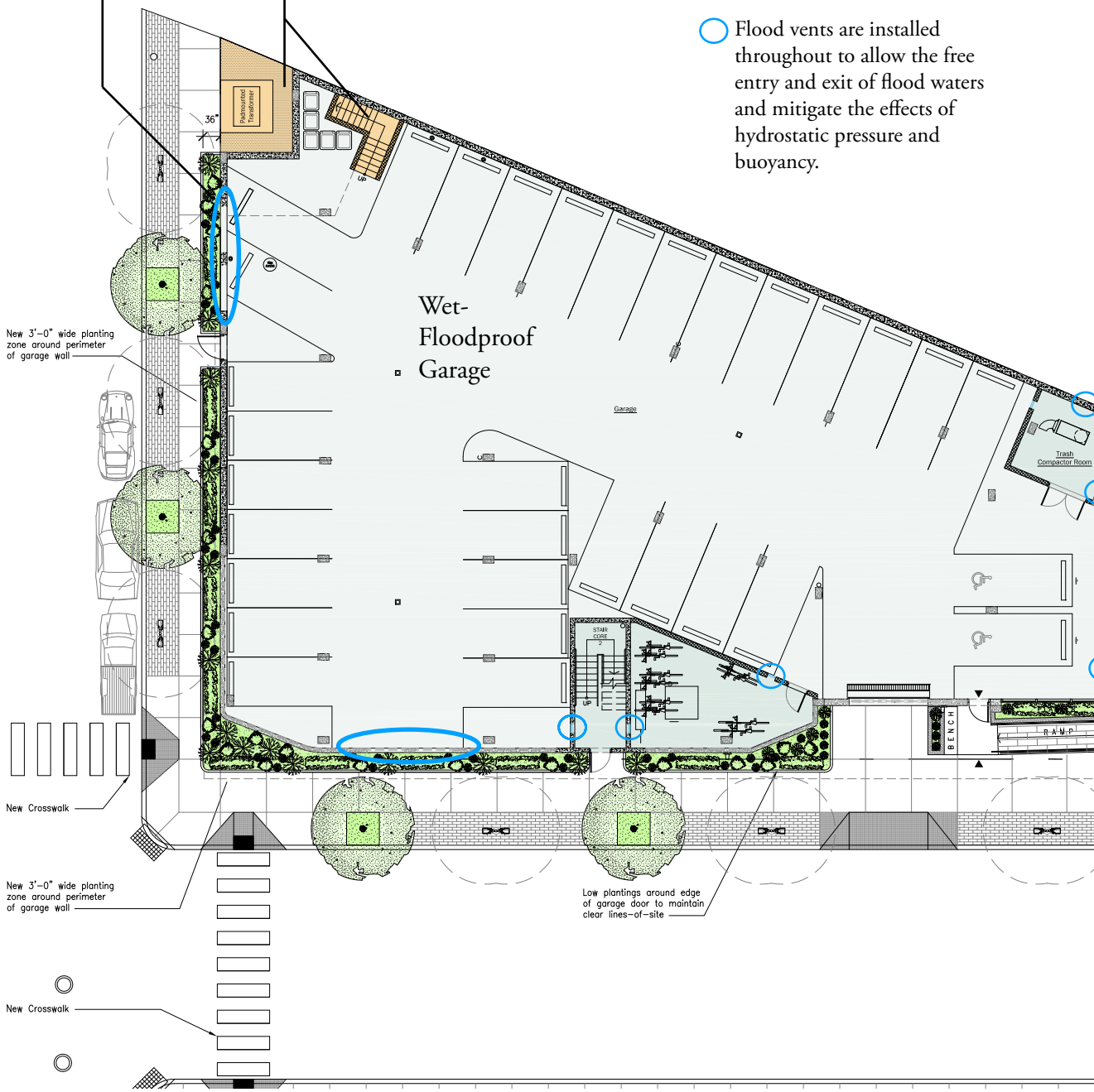
600 HARRISON STREET - NEW CONSTRUCTION

A landscaped buffer around the garage and the addition of shade trees enhance the streetscape and help capture rainwater delaying its entry into the sewer system.

A mechanical mezzanine is provided in the garage to elevate utility connections above DFE.

An elevated platform is also provided outside of the building to raise Public Service's Transformer above DFE.

Flood vents are installed throughout to allow the free entry and exit of flood waters and mitigate the effects of hydrostatic pressure and buoyancy.



All other building systems are elevated. Fire suppression, alarm and communications equipment and elevator mechanicals are located on the 2nd floor. Heating and cooling equipment are mounted on the roof.

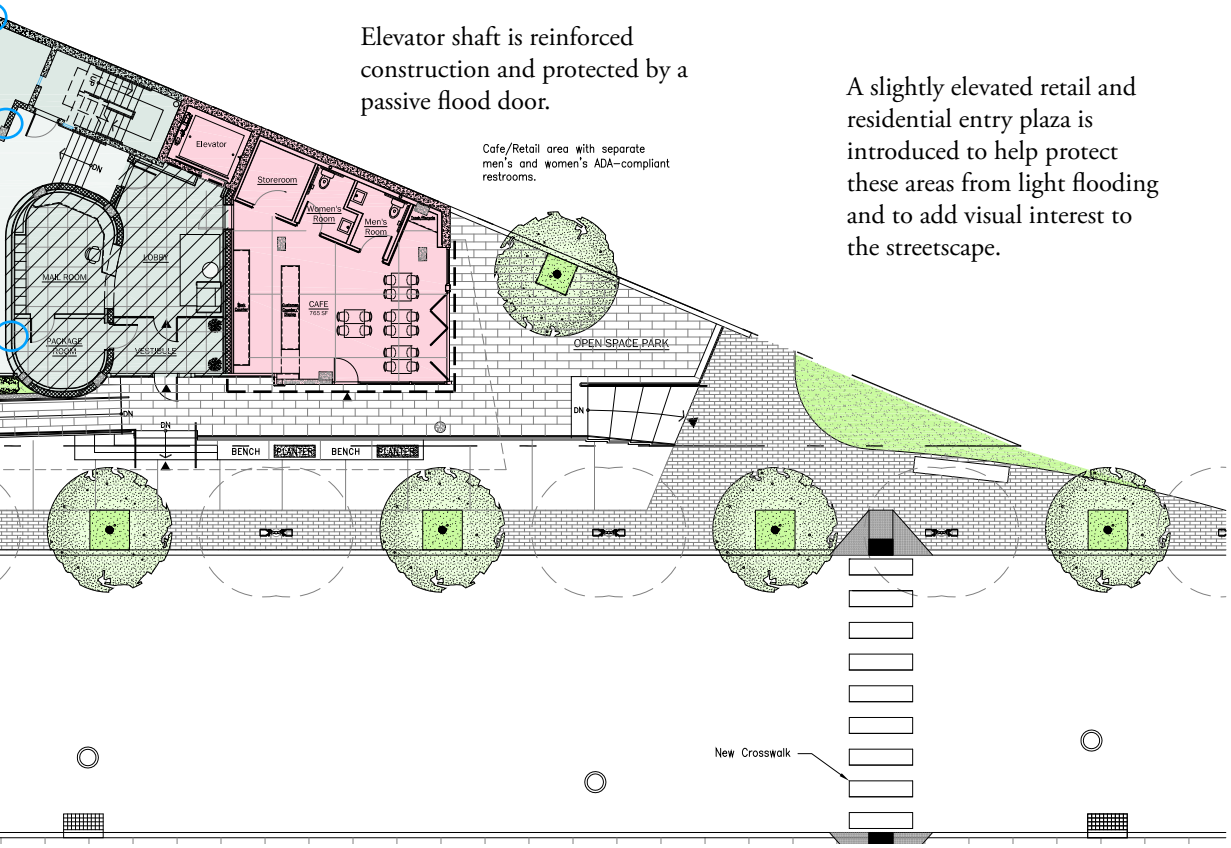
The grade level garage, trash and bicycle storage areas are wet floodproofed. Walls are reinforced and only flood resistant building materials are used below DFE.

Damp-Floodproof Lobby

Dry-Floodproof Retail & Elevator

Elevator shaft is reinforced construction and protected by a passive flood door.

A slightly elevated retail and residential entry plaza is introduced to help protect these areas from light flooding and to add visual interest to the streetscape.



An ADA compliant ramp is integrated into the setback and streetscape design to provide ease of access for all residents and business patrons.

The glass façade wall on the retail space and lobby are fitted with flood gates to the DFE to protect against flooding and damage from floating debris. The lobby is not designed for emergency egress and will be vacated during a storm event. The residential lobby is finished with wet floodproof building materials and finishes for quick and easy recovery if flooded.

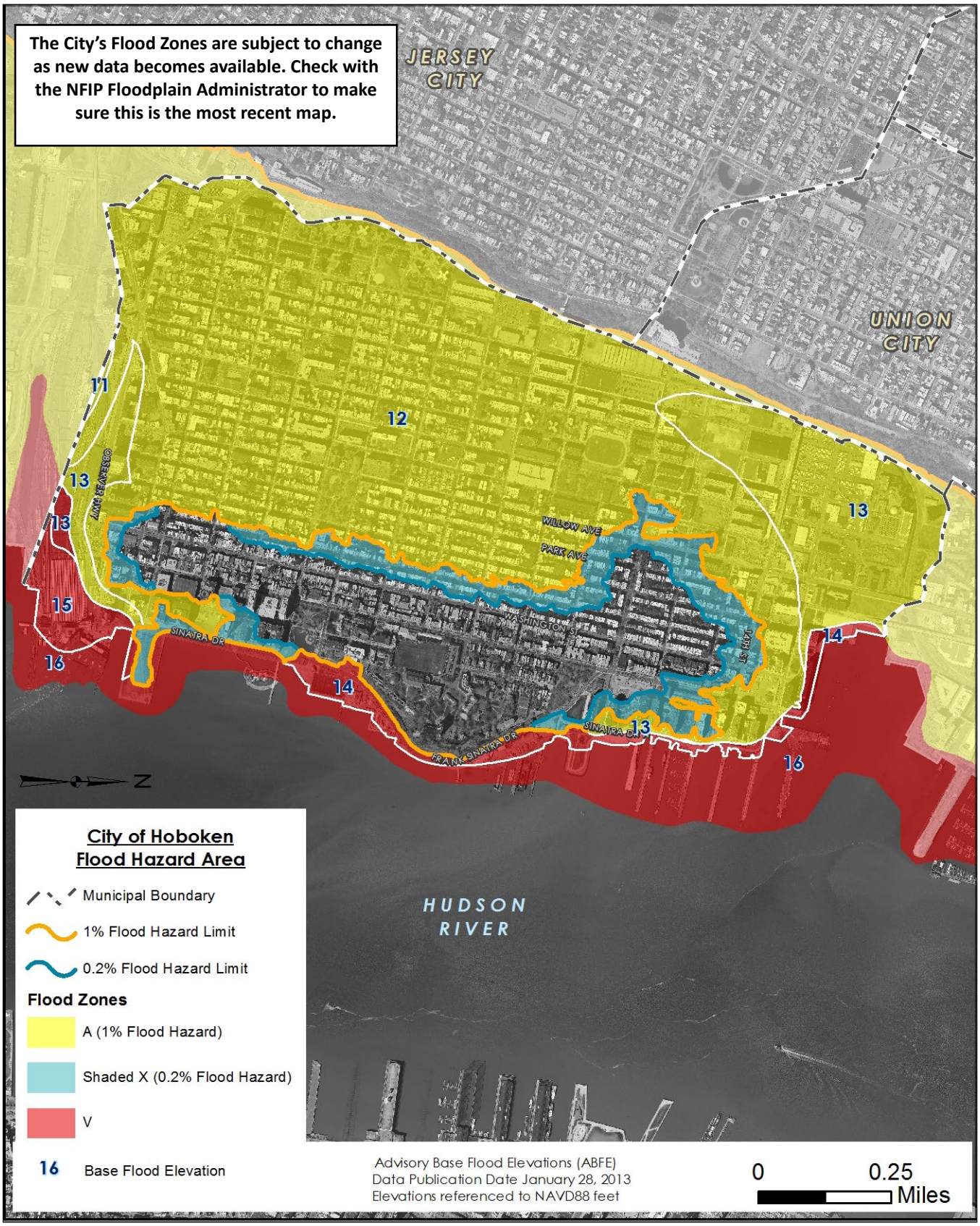
• Retail use spaces are dry flood proofed with flood gates outside of commercial storefront system.

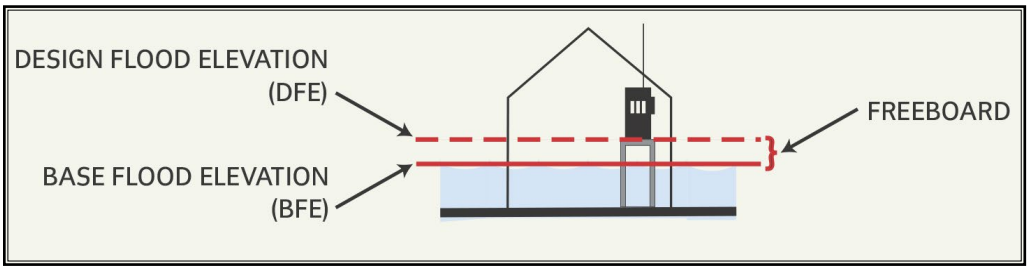
• Any door in a demising wall between a residential use and a retail use is to be flood proof.

• Demising walls separating retail from residential are to be reinforced and dryproofed.

• Residential use spaces are wet flood proofed with flood vents; these include the garage area and any emergency egress stairwells.

REFERENCES & RESOURCES


The City's Flood Zones are subject to change as new data becomes available. Check with the NFIP Floodplain Administrator to make sure this is the most recent map.
JERSEY CITY
UNION CITY
HUDSON RIVER
11
12
13
13
13
13
14
14
15
16
16
16
OBSERVER HWY
WILLOW AVE
PARK AVE
WASHINGTON ST
14th ST
SINATRA DR
FRANK SINATRA DR
N
City of Hoboken
Flood Hazard Area
Municipal Boundary
1% Flood Hazard Limit
0.2% Flood Hazard Limit
Flood Zones
A (1% Flood Hazard)
Shaded X (0.2% Flood Hazard)
V
16 Base Flood Elevation
Advisory Base Flood Elevations (ABFE)
Data Publication Date January 28, 2013
Elevations referenced to NAVD88 feet
0
0.25
Miles



Freeboard Requirements for the City of Hoboken

Building Type	Zone X	Zone A	Zone V
Residential structures	+1 ft	+1 ft	+2 ft
Building and other structures with school or day-care facilities; and other nonessential facilities	+1 ft	+1 ft	+2 ft
Essential facilities	+1 ft	+2 ft	+3 ft
Buildings and other facilities that manufacture, process, handle, store, use or dispose of hazardous materials	+1 ft	+2 ft	+3 ft
Temporary Structures	N/A	+1 ft	N/A

Design Flood Elevation (DFE)

The elevation to which construction is regulated in the City of Hoboken. the base flood elevation on the Adopted FEMA Flood Maps, as illustrated on page 44, plus freeboard outlined to the left.

Essential facilities, include, but are not limited to; fire, rescue, ambulance, and police stations and emergency vehicle garages; buildings designated as emergency shelters; other facilities required for emergency response; hospitals and other health care facilities having surgery or emergency treatment facilities; power-generating stations and other public utility facilities.

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

IMPORTANT: Follow the instructions on pages 1–9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE
Policy Number:
Company NAIC Number:

A1. Building Owner's Name

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.

City State ZIP Code

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____

A5. Latitude/Longitude: Lat. _____ Long. _____ Horizontal Datum: ☐ NAD 1927 ☐ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number _____

A8. For a building with a crawlspace or enclosure(s):
- a) Square footage of crawlspace or enclosure(s) _____ sq ft
- b) No. of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A8.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:
- a) Square footage of attached garage _____ sq ft
- b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A9.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number			B2. County Name		B3. State
B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☐ FIS Profile ☐ FIRM ☐ Community Determined ☐ Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date: _____ / _____ / _____ ☐ CBRS ☐ OPA

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____
Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	_____ . _____	☐ feet	☐ meters
b) Top of the next higher floor	_____ . _____	☐ feet	☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____ . _____	☐ feet	☐ meters
d) Attached garage (top of slab)	_____ . _____	☐ feet	☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____ . _____	☐ feet	☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	_____ . _____	☐ feet	☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	_____ . _____	☐ feet	☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____ . _____	☐ feet	☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

☐ Check here if comments are provided on back of form.
☐ Check here if attachments.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No

Certifier's Name		License Number	
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	

PLACE SEAL HERE

FEMA Form 086-0-33 (7/12) See reverse side for continuation. Replaces all previous editions.

EVATION CERTIFICATE, page 2

PORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
ilding Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
y	State	ZIP Code	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

py both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

mments

gnature Date

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

r Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B,and C. r Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

. Attached garage (top of slab) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

. Top of platform of machinery and/or equipment servicing the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

e property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or he AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

operty Owner or Owner's Authorized Representative's Name

dress City State ZIP Code

gnature Date Telephone

mments

☐ Check here if attachments.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

e local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

. ☐ The following information (Items G4–G9) is provided for community floodplain management purposes.

. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued

. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

. Elevation of as-built lowest floor (including basement) of the building: _____ . _____ ☐ feet ☐ meters Datum _____

. BFE or (in Zone AO) depth of flooding at the building site: _____ . _____ ☐ feet ☐ meters Datum _____

.O. Community's design flood elevation: _____ . _____ ☐ feet ☐ meters Datum _____

cal Official's Name Title

mmunity Name Telephone

gnature Date

mments

☐ Check here if attachments.

IA Form 086-0-33 (7/12) Replaces all previous editions.

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

FLOODPROOFING CERTIFICATE
FOR NON-RESIDENTIAL STRUCTURES

OMB No. 1660-0008
Expiration Date: July 31, 2015

The floodproofing of non-residential buildings may be permitted as an alternative to elevating to or above the Base Flood Elevation; however, a floodproofing design certification is required. This form is to be used for that certification. Floodproofing of a residential building does not alter a community's floodplain management elevation requirements or affect the insurance rating unless the community has been issued an exception by FEMA to allow floodproofed residential basements. The permitting of a floodproofed residential basement requires a separate certification specifying that the design complies with the local floodplain management ordinance.

BUILDING OWNER'S NAME

STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. Number) OR P.O. ROUTE AND BOX NUMBER

OTHER DESCRIPTION (Lot and Block Numbers, etc.)

CITY STATE ZIP CODE

SECTION I – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Provide the following from the proper FIRM:

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM INDEX	FIRM ZONE	BASE FLOOD ELEVATION (In AO Zones, Use Depth)

Indicate elevation datum used for Base Flood Elevation shown above: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

SECTION II – FLOODPROOFING INFORMATION (By a Registered Professional Engineer or Architect)

Elevations are based on: ☐ Construction Drawings ☐ Building Under Construction ☐ Finished Construction

Floodproofing Design Elevation Information:

Building is floodproofed to an elevation of ____ . ____ feet (In Puerto Rico only: ____ . ____ meters). ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____
(Elevation datum used must be the same as that used for the Base Flood Elevation.)

Height of floodproofing on the building above the lowest adjacent grade is _____ feet (In Puerto Rico only: _____ meters).

For Unnumbered A Zones Only:

Highest adjacent (finished) grade next to the building (HAG) ____ . ____ feet (In Puerto Rico only: ____ . ____ meters)

☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

(NOTE: For insurance rating purposes, the building's floodproofed design elevation must be at least 1 foot above the Base Flood Elevation to receive rating credit. If the building is floodproofed only to the Base Flood Elevation, then the building's insurance rating will result in a higher premium.)

SECTION III – CERTIFICATION (By a Registered Professional Engineer or Architect)

Non-Residential Floodproofed Construction Certification:

I certify that, based upon development and/or review of structural design, specifications, and plans for construction, the design and methods of construction are in accordance with accepted standards of practice for meeting the following provisions:

The structure, together with attendant utilities and sanitary facilities, is watertight to the floodproofed design elevation indicated above, with walls that are substantially impermeable to the passage of water.

All structural components are capable of resisting hydrostatic and hydrodynamic flood forces, including the effects of buoyancy, and anticipated debris impact forces.

I certify that the information on this certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME LICENSE NUMBER (or Affix Seal)

TITLE COMPANY NAME

ADDRESS CITY STATE ZIP CODE

SIGNATURE DATE PHONE

Copies should be made of this Certificate for: 1) community official, 2) Insurance agent/company, and 3) building owner.

National Flood Insurance Program

FLOODPROOFING CERTIFICATE

FOR NON-RESIDENTIAL STRUCTURES

Paperwork Reduction Act Notice

General: This information is provided pursuant to Public Law 96-511 (the Paperwork Reduction Act of 1980, as amended), dated December 11, 1980, to allow the public to participate more fully and meaningfully in the Federal paperwork review process.

Authority: Public Law 96-511, amended; 44 U.S.C. 3507; and 5 CFR 1320.

Paperwork Burden Disclosure Notice: Public reporting burden for this data collection is estimated to average 3.25 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

Privacy Act Statement

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of estimate the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

	Description	Hoboken Chapter 140 (adopted 12-18-2013)	NJ UCC (building subcode and residential subcode)
Elevation of Lowest Floor	Minimum elevation is BFE + 1 ft As-built surveyed elevation certification required.	§ 140-16E and Table 1 § 140-12A	Building: 1612.4; 1612.5(1.1) ASCE 24: 2.3 and Table 2-1 Residential: R322.2.1; R322.1.10
Dry Floodproofing Design and Elevation (only nonresidential and nonresidential portions of mixed-use buildings)	Minimum elevation is BFE + 1 ft. Design certification required.	§ 140-17B § 140-16E and Table 1 § 140-12B	Building: 1612.4, 1612.5(1.3) ASCE 24: Ch. 6 Residential: not permitted
Structural Fill (slab-on-grade)	Compacted for stability during flooding. Avoid using fill that limits storage of stormwater.	§ 140-16B(2) "methods and practices and minimize flood damage"	Building: 1612.4, 1804.4 ASCE 24: 1.5.4; 2.4 Residential: R322.1.2, R506
Use of Enclosed Areas Below Elevated Lowest Floor (not dry floodproofed)	Only parking of vehicles, storage and building access. Avoid storing damageable items and hazardous materials in flood-prone enclosures.	§ 140-17A(3) and -17B(6)	Building: 1612.4 ASCE 24: 2.6 Residential: R322.2.2
Walls of Enclosures (including walls forming crawlspaces or garages)	Must have flood openings; engineered openings must be certified.	§ 140-17A(3) and -17B(6)	Building: 1612.4; 1612.5(1.1) ASCE 24: 2.6 Residential: R322.2.2; R309.3 (garages)
Flood Damage-Resistant Materials	Readily cleanable and stable after inundation.	§ 140-15B	Building: 1612.4 ASCE 24: Ch. 5 Residential: R322.1.8
Electrical, Heating, Ventilation, Plumbing, and Air Conditioning Equipment	Must be elevated unless specifically designed. Should not be located in enclosures unless required based on limited use. For nonresidential, may be located inside floodproofed barrier.	§ 140-16C(4)	Building: 1403.5, 1612.4 ASCE 24: Ch. 7 Residential: R322.1.6 (and references to this section in mechanical, fuel gas, and plumbing chapters)

Common abbreviations used in this document:

ADA - American's with Disabilities Act

ASCE - American Society of Civil Engineers

DFE - Design Flood Elevation

FEMA - Federal Emergency Management Agency

FIRM - Flood Insurance Rate Map

NFIP - National Flood Insurance Program

SI/SD - Substantial Improvement/Substantial Damage

UCC - Universal Construction Code

Common terms used in this document:

Base Flood: The flood having a 1% chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the 100 year flood.

Basement: Any area of the building having its floor subgrade (below ground level) on all sides. (Note: this definition is limited to application of flood damage reduction requirements; it differs from the UCC definition that applies outside of special flood hazard areas.)

Design Flood Elevation: The elevation to which construction is regulated in the City of Hoboken; it is the base flood elevation on the FIRM plus freeboard outlined in section 104-16 of the City's Code.

Dry Floodproofing: A combination of design modifications that results in a building or structure, including the attendant utility and sanitary facilities, being water tight with walls substantially impermeable to the passage of water and with structural components having the capacity to resist loads as identified in ASCE 7.

Flood Insurance Rate Map (FIRM): The official map on which the Federal Emergency Management Agency has delineated both areas of special flood hazard and the risk premium zones applicable to the community.

Flood Hazard Map: The official map adopted by the City of Hoboken to delineate flood hazard areas and used to regulate development.

Flood Zone: Designations shown on FEMA's FIRM:

> **Zone A:** Special flood hazard areas inundated by the 1% annual chance flood; base flood elevations are not determined.
>
> **Zone AE:** Special flood hazard areas subject to inundation by the 1% annual chance flood; base flood elevations are determined; floodways may or may not be determined.
>
> **Zone AO:** Areas of shallow flooding, with or without a designated average flood depth.
>
> **Zone X (shaded):** Areas subject to inundation by the 500-year flood (0.2% annual chance); areas subject to the 1% annual chance flood with average depths of less than 1 foot or with contributing drainage area less

than 1 square mile; and areas protected by levees from the base flood.

Zone X (unshaded): Areas determined to be outside the 1% annual chance flood and outside the 500-year floodplain.

Zone VE: Special flood hazard areas subject to inundation by the 1% annual chance flood and subject to high velocity wave action (also referred to as coastal high hazard areas).

Highest Adjacent Grade: The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Limit of Moderate Wave Action (LiMWA): The inland limit of the area affected by waves greater than 1.5 feet during the base flood. Base flood conditions between the Zone VE and the LiMWA will be similar to, but less severe than, those in the Zone VE.

Lowest Floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so to render the structure in violation of other applicable nonelevation design requirements.

Special Flood Hazard Area: Term used by FEMA to identify the land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH, V, VO, VE, or V1-30.

Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Substantial improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: (A) Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or (B) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Wet floodproofing: floodproofing method that relies on the use of flood damage-resistant materials and construction techniques to minimize flood damage to areas below the design flood elevation of a structure intentionally allowed to flood.

ASCE 7. Minimum Design Loads for Buildings and Other Structures (2010), American Society of Civil Engineers. http://dx.doi.org/10.1061/9780784412916

ASCE 24. Flood Resistant Design and Construction (2005), American Society of Civil Engineers. FEMA's "Highlights of ASCE 24-05." http://www.fema.gov/library/viewRecord.do?id=3515.

FEMA Hurricane Sandy Recovery Advisories (2013). http://www.fema.gov/building-science/hurricane-sandy-building-science-activities-resources.

FEMA P-312. Homeowner's Guide to Retrofitting (2014). https://www.fema.gov/media-library/assets/documents/480.

FEMA P-467-2. Floodplain Management Bulletin: Historic Structures (2008). https://www.fema.gov/media-library/assets/documents/13411.

FEMA P-758. Substantial Improvement / Substantial Damage Desk Reference (2010). http://www.fema.gov/library/viewRecord.do?id=4160.

FEMA P-936. Floodproofing Non-Residential Buildings (2013). http://www.fema.gov/media-library/assets/documents/34270.

FEMA P-938. Hurricane Isaac in Louisiana (2013; Hurricane Isaac Recovery Advisories in Appendix D). https://www.fema.gov/media-library/assets/documents/31386.

FEMA Technical Bulletins. http://www.fema.gov/plan/prevent/floodplain/techbul.shtm.

Office of Taxi & Limo Licensing

Miscellaneous Licenses for City Council Approval

OCTOBER 7, 2015 City Council Meeting

Operator Licenses: 7 Total

Owner Licenses: 0 Total

Taxi Operator Licenses - 7 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Eskandr	Ashraf	TAXI	T0016	$75
2	Cruz	Emilio	TAXI	T0078	$75
3	Shenouda	Milad	TAXI	T0120	$75
4	Girgis	Amir	TAXI	T0132	$75
5	Wasfy	Moheb	TAXI	T0135	$75
6	Tadrous	Emad	TAXI	T0163	$75
7	Gonzalez	Saul	TAXI	T0178	$75
				Total Fees:	**$525**
				Total Licenses:	**7**

Limo Operator Licenses - 0 total

#	Last Name	First Name	Driver Type	License #	Fee
1			LIMO		
				Total Fees:	**$0**
				Total Licenses:	**0**

Taxi Owner Licenses - 0 total

#	Company Name		Vehicle Type	Vehicle #	Fee
1			TAXI		
2			TAXI		
				Total Fees:	**$ -**
				Total Licenses:	**0**

Limo Owner Licenses - 0 total

#	Company Name		Vehicle Type	Vehicle #	Fee*
1			LIMO		
2			LIMO		
				Total Fees:	**$ -**
				Total Licenses:	**0**

* Limo Fees include: $10 License Fee per vehicle, and $700 Admin fee per vehicle. The $50 fee per Corporation is not included in this list of licenses.

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 16, 2015

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
ADM ABC BOARD	IOPERATING	15-00065	STAR LEDGER	2015 ABC BOARD LEGAL ADS	$ 97.65
		15-00068	JERSEY JOURNAL	2015 ABC BOARD LEGAL ADS	$ 74.17
ADM BUSINESS ADMINISTRATION	ICAPITAL	15-01170	BOSWELL ENGINEERING	OVERSIGHT-ROAD IMP. PROJECT A	$ 17,350.50
		15-01690	BANISCH ASSOCIATES	PRO. PLANNER - BLOCK 12	$ 5,976.00
		15-01153	DEE-EN ELECTRICAL CONTRACTING	ELECTRICAL PROJECT BID 15-01	$ 35,527.45
	ICDBG2818	15-02034	BOSWELL ENGINEERING	ENG'G SVC SIDEWALK REHAB.	$ 2,137.50
		15-01153	DEE-EN ELECTRICAL CONTRACTING	ELECTRICAL PROJECT BID 15-01	$ 41,510.84
	IFEDERAL	14-00146	PRINCETON HYDRO LLC	POST SANDY DISASTER PLAN	$ 6,382.00
	IOPERATING	14-02777	BOSWELL ENGINEERING	HAZARD MITIGATION - GARAGE	$ 4,872.00
		15-00209	BOSWELL ENGINEERING	WATER FRONT/CASTLE PT/SINATRA	$ 609.00
		15-01112	GRM INFORMATION MANAGEMENT SVC	RECORD/FILE MANAGEMENT SERVICE	$ 226.80
		15-01172	BOSWELL ENGINEERING	ON CALL CITY ENGINEER	$ 12,997.50
		15-02673	RSC ARCHITECTS	ARCHITECTURAL SVC - FIREHOUSE	$ 3,400.00
		15-02722	MILLENNIUM STRATEGIES	2015 GRANT WRITING SERVICES	$ 3,333.00
		15-03064	BROWN & BROWN METRO INC	AUGUST 2015 RMC FEES & GSMJIF	$ 5,400.00
		15-03166	PREMIER TECHNOLOGY SOLUTIONS	SEPT2015-CITY HALL MONTHLYSRVS	$ 7,000.00
		15-00778	NW FINANCIAL GROUP, LLC	WATER UTILITY CONSULTANT	$ 8,092.50
		15-03187	LAMENDOLA ASSOCIATES, INC.	INS CONSLTANT INV DATED 9/2/15	$ 150.00
		15-00257	LOUIS BERGER GROUP, INC.	WATER UTILITY ADVISORY	$ 8,027.52
ADM CITY COUNCIL	IOPERATING	15-02787	ASL PRODUCTIONS LLC	DVD & LIVE STREAM-COUNCIL MTGS	$ 2,200.00
ADM FINANCE SUPERVISORS OFF	ICAPITAL	14-01436	ACACIA FINANCIAL GROUP, INC	PRO SERVICES - FINANCIAL SVC	$ 7,500.00
	IOPERATING	15-00234	PARKER McCAY, P.A.	SP LE COUNSEL - BOND COUNSEL	$ 765.00
		15-02002	INSTITUTE FOR PROFESSIONAL	APPORTIONMENT OF TAXES SEMINAR	$ 198.00
		15-02798	TREASURER, STATE OF NJ	1989 GREEN ACRES LOAN PAYMENT	$ 11,659.35
		15-02902	PRIME POINT LLC	PAYROLL PROCESSING CHARGES	$ 5,066.80
ADM LEGAL ADVERTISING	IOPERATING	15-02520	STAR LEDGER	LEGAL ADS 7, 8/15	$ 342.55
ADM MAYOR'S OFFICE	IOPERATING	15-02843	JP BAGEL EXPRESS CAFE & DELI	RBD CITIZENS ADVISORY GROUP	$ 64.48
ADM MUNICIPAL COURT	IOPERATING	15-01981	GANN LAW BOOKS	SUBSCRIPTION RENEWAL	$ 240.50
		15-02320	W.B. MASON CO., INC.	OFFICE SUPPLIES	$ 514.58
		15-02615	STAPLES PRINT SOLUTIONS	BAIL AUTHORIZATION FORMS	$ 320.47
		15-02919	SUPREME SECURITY SYSTEMS INC	KEYPAD CODE REPAIR	$ 60.00
		15-02989	ENTERPRISE CONSULTANTS LLC	MONTHLY MAINTENANCE	$ 212.50
ADM PARKING UTILITY	IPARK UTILITY	14-03598	TAXICAB, LIMOUSINE &	MEMBERSHIP APPLICATION	$ 480.00
		14-04387	SECURE WATCH 24	VAN EQUIPMENT	$ 910.00
		15-00063	FISH WINDOW CLEANING	HPU WINDOW CLEANING - 2015	$ 125.00
		15-00329	BUY WISE AUTO PARTS	HPU VEHICLE PARTS - BLANKET	$ 212.39
		15-00863	MAGIC TOUCH CONSTRUCTION CO.,	GARAGE PLUMBING SERVICES	$ 164.60
		15-01040	FASTENAL	MISC. SUPPLIES/GARAGES	$ 1,355.12
		15-02267	LBJ GRAPHIC SOLUTIONS, LLC	PAYSTATION EQUIPMENT	$ 5,745.50

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 16, 2015

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
ADM PARKING UTILITY	**IPARK UTILITY**	15-02586	**W.B. MASON CO., INC.**	OFFICE SUPPLIES	$ 1,881.34
		15-02587	**W.B. MASON CO., INC.**	GARAGE (PROPARK) SUPPLIES	$ 244.37
		15-02590	**SIEMENS INDUSTRY, INC.**	MIDTOWN GARAGE ALARM SERVICES	$ 2,718.00
		15-02718	**KRISTEN DOSHAN**	BOOT REFUND	$ 150.00
		15-02719	**MCKEVIN SHAUGHNESSY**	RESIDENT PARKING PERMIT	$ 15.00
		15-02720	**MARK A. PETRONE**	BOOT REFUND	$ 150.00
		15-02724	**TECH TOOL & MACHINE**	SIGNAL & TRAFFIC EQUIPMENT	$ 2,350.00
		15-02726	**G.F.O.A. OF NEW JERSEY**	REGISTRATION - J. TRICARICO	$ 325.00
		15-02816	**PASSIO TECHNOLOGY, INC.**	GPS SYSTEM- ANNUAL UPDATE	$ 7,785.00
		15-02822	**T & M CONTRACTING CO., INC.**	CONCRETE WORK FOR METERS	$ 550.00
		15-02824	**NAGELS NORTH AMERICA LLC**	SHIPMENT CHARGES - GARAGE B	$ 227.75
		15-02847	**ADVANCED DOOR SALES, INC.**	DOOR REPAIR-916 GARDEN STREET	$ 550.00
		15-02848	**JOHN'S MAIN AUTO BODY**	LOCK OUT SERVICES	$ 25.00
		15-02849	**NOBEL COMPUTER SYSTEMS, INC.**	MONTHLY IMPOUNDS - JULY 2015	$ 2,524.00
		15-02853	**CLEAN MAT SERVICES LLC**	FLOOR MAT SERVICES	$ 296.69
		15-02855	**JEWEL ELECTRIC SUPPLY**	MIDTOWN GARAGE LIGHTING	$ 460.80
		15-02856	**HOBOKEN LOCK & SUPPLY**	KEYS FOR MIDTOWN GARAGE	$ 9.00
		15-02858	**UNITRONICS SYSTEMS, INC.**	MONTHLY SUPPORT/916 GARDEN ST.	$ 11,500.00
		15-02880	**RYDIN DECAL**	VISITOR HANG TAGS	$ 3,832.26
		15-02923	**TULPEHOCKEN SPRING WATER CO.**	WATER COOLER SUPPLIES	$ 48.00
		15-02924	**FASTENAL**	SIGNAL & TRAFFIC SUPPLIES	$ 993.91
		15-02925	**FASTENAL**	SIGNAL & TRAFFIC SUPPLIES	$ 188.91
		15-02926	**FASTENAL**	MISC. SUPPLIES-DIRECTOR	$ 27.59
		15-02929	**UNITRONICS SYSTEMS, INC.**	916 GARDEN ST. PARTS	$ 572.10
		15-02930	**Z'S IRON WORKS**	916 GARDEN ST. REPAIRS	$ 450.00
		15-02932	**JAMES S. McNEIGHT, PC**	PROF. SERVICES - GARAGE B	$ 2,000.00
		15-02933	**MINERVINI-VANDERMARK**	PROF. SERVICES - GARAGE G	$ 3,500.00
		15-02934	**HOBOKEN REPORTER**	ADVERTISING	$ 351.60
		15-02935	**ACADEMY EXPRESS LLC**	HOP BUS WASHES/SERVICES	$ 520.00
		15-02936	**BUY WISE AUTO PARTS**	HOP VEHICLE PARTS	$ 11.02
		15-02937	**ENTERPRISE CONSULTANTS LLC**	JULY PHONE MAINTENANCE	$ 112.50
		15-02938	**NORTH HUDSON SEWERAGE AUTH.**	GARAGE SEWER SERVICES-3RD QTR.	$ 503.23
		15-02939	**PREMIER TECHNOLOGY SOLUTIONS**	IT SERVICES - JULY 2015	$ 7,397.25
		15-02940	**Z'S IRON WORKS**	MISC. REPAIR WORK	$ 200.00
		15-03010	**EXXONMOBIL FLEET GECC**	FUEL CHARGES - JULY 2015	$ 900.74
		15-03015	**NEW JERSEY TOWING CO**	REIMBURSEMENT-UNPAID LOT FEES	$ 1,200.00
		15-03017	**AT&T MOBILITY**	METER UTILITIES - JULY 2015	$ 100.38
		15-03018	**COOPER PEST SOLUTIONS, INC.**	GARAGE PEST CONTROL	$ 135.00
		15-03019	**PITNEY BOWES**	METER LEASE RENTAL - AUGUST	$ 102.00

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 16, 2015

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
ADM PARKING UTILITY	IPARK UTILITY	15-03023	TULPEHOCKEN SPRING WATER CO.	WATER COOLER SUPPLIES	$ 66.00
		15-03090	HOBOKEN WATER SERVICE	916 GARDEN ST. WATER SERVICES	$ 87.56
		15-03092	FASTENAL	MISC. SUPPLIES-ROAD OPENINGS	$ 241.19
		15-03093	FASTENAL	SIGNAL & TRAFFIC MISC. SUPPLY	$ 68.57
		15-03094	VERIZON	HPU/GARAGE UTILITIES-AUG.2015	$ 1,516.59
		15-03098	NETWORKFLEET, INC.	GPS SERVICES	$ 130.00
ADM PURCHASING	IOPERATING	15-02888	IRON MOUNTAIN, INC.	STORAGE FEES-PURCHASING&HPU	$ 248.62
		15-03000	GOVCONNECTION, INC.	TWO MONITORS FOR PURCHASING	$ 327.56
	IPARK UTILITY	15-02888	IRON MOUNTAIN, INC.	STORAGE FEES-PURCHASING&HPU	$ 312.65
ADM SPECIAL COUNSEL	IOPERATING	14-00337	LITE DEPALMA GREENBERG, LLC	RENT CONTROL LITIGATION	$ 917.49
		14-00342	VOGEL, CHAIT, COLLINS	OUTSTANDING LITIGATION	$ 1,045.00
		14-00988	WEINER & LESNIAK, LLP	SP LEGAL COUNSEL - LAND USE	$ 3,015.00
		14-02438	FLORIO & KENNY LLP	AFFIRMATIVE ACTION OFFICER	$ 3,525.00
		14-03010	LITE DEPALMA GREENBERG, LLC	SP LEGAL COUNSEL-LABOR $EMPL.	$ 5,475.00
		15-00247	STEVEN HUMMELL	CY2015 MUNICIPAL PROSECUTOR	$ 975.00
		15-00248	THOMAS KOEHL, ESQ	2015 MUN. PUBLIC DEFENDER	$ 275.00
		15-00252	ESTHER MILSTED ATTORNEY AT LAW	CHIEF MUN. PUBLIC DEFENDER	$ 1,925.00
		15-00253	BENJAMIN CHOI, ESQ.	CHIEF MUNICIPAL PROSECUTOR	$ 2,275.00
		15-00629	INGLESINO, WYCISKALA	CY2015 INSURANCE COUNSEL	$ 3,825.26
		15-01169	MARAZITI, FALCON, LLP	SP COUNSEL-LIT. REDEVELOPMENT	$ 25,305.41
		15-02153	MARAZITI, FALCON, LLP	SP COUNSEL OUTS. LITIGATION	$ 14,938.03
		15-02157	W.B. MASON CO., INC.	SUPPLIES	$ 27.66
		15-02840	WEST GROUP - THOMSON REUTERS	JUNE 2015 CHARGES	$ 864.00
		15-03117	GARDEN STATE MUNI.JOINT INSURA	MEMBER SIR	$ 77,981.79
		15-00245	KATHLEEN M. THEURER, ESQ.	MUNICIPAL PUBLIC DEFENDER	$ 4,675.00
ADM TAX COLLECTOR	IOPERATING	15-02684	PSE&G COMPANY	REFUND OVERBILL	$ 12,132.29
		15-03128	NEAL & CHARYN GOLDENBERG	REFUND OVERPAYMENT	$ 10,184.19
		15-03129	ANDREA MEGARIS	REFUND OVERPAYMENT	$ 1,496.19
		15-03130	CHRISTINA YEN	REFUND OVERPAYMENT	$ 2,016.69
		15-03131	HAU TAN HSU & HYE WON YOON	REFUND OVERPAYMENT	$ 1,499.37
		15-03132	ALEXANDER ADASHEV	REFUND OVERPAYMENT	$ 2,254.13
		15-03133	ANDREW R. STADELBERGER	REFUND OVERPAYMENT	$ 656.87
		15-03134	FAN HUANG	REFUND OVERPAYMENT	$ 3,646.48
		15-03135	CORELOGIC TAX SERVICE	REFUND OVERPAYMENT	$ 1,349.44
		15-03136	ROBERT & CHERYL BUCINA	REFUND OVERPAYMENT	$ 2,205.19
		15-03137	FRANCIS J. POVALL	REFUND OVERPAYMENT	$ 1,011.25
ADM/CITY CLERK	IOPERATING	15-03048	NJLM	19 NJLM SUBSCRIPTIONS	$ 380.00
CD DIRECTOR'S OFFICE	IOPERATING	15-01517	RECAST CITY LLC	PRO SERVICE - MAKER SPACE	$ 7,490.00
		15-01879	USA ENVIRONMENTAL MANAGEMENT	LSRP - HOBOKEN/WEEHAWKEN COVE	$ 2,160.00

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 16, 2015

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
CD DIRECTOR'S OFFICE	IOPERATING	15-02651	AMERICAN PLANNING ASSOCIATION	APA/AICP ANNUAL DUES	$ 648.00
CD MLUL PB ESCROW ACCTS	ESCROW	15-02894	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	$ 2,730.00
		15-02912	MASER CONSULTING P A	DEVELOPERS ESCROW	$ 3,400.00
		15-02921	MASER CONSULTING P A	DEVELOPERS ESCROW	$ 4,322.50
		15-02922	BOSWELL ENGINEERING	DEVELOPERS ESCROW	$ 1,479.00
		15-02942	REMINGTON & VERNICK ENGINEERS	DEVELOPERS ESCROW	$ 948.50
CD MLUL PLANNING BOARD	IOPERATING	15-02755	JERSEY JOURNAL	LEGAL ADVERTISEMENT	$ 113.66
		15-02897	NEW JERSEY PLANNING OFFICIALS	Training Seminar	$ 114.00
		15-02986	MASER CONSULTING P A	PROFESSIONAL SERVICES	$ 880.00
CD MLUL ZBA ESCROW ACCTS	ESCROW	15-02700	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	$ 449.00
		15-02800	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	$ 1,136.25
		15-02801	STAR LEDGER	DEVELOPERS ESCROW	$ 79.05
		15-02895	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	$ 6,456.18
		15-02911	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	$ 6,621.78
		15-02941	JERSEY JOURNAL	DEVELOPERS ESCROW	$ 118.76
	IOPERATING	15-02754	JERSEY JOURNAL	LEGAL ADVERTISEMENT	$ 349.43
CD MLUL ZONING BD OF ADJ	IOPERATING	15-02609	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	$ 1,945.00
		15-02752	STAR LEDGER	LEGAL ADVERTISEMENT	$ 554.90
		15-02910	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	$ 5,185.90
ES DIRECTOR'S OFFICE	IOPERATING	15-02873	CALI CARTING, INC.	SOLID WASTE/RECYCLING COLLECT.	$ 149,166.66
ES PUBLIC PROPERTY	IOPERATING	15-02058	JOHN DUFFY ENERGY SERVICES	HVAC SERVICES	$ 1,348.20
		15-02156	CITY PAINT AND HARDWARE	MISC. BUILDING SUPPLIES	$ 1,620.11
		15-02742	JOHN A. EARL CO.	WINDSOR 5300 SENSOR BAGS	$ 27.46
		15-02861	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	$ 160.00
		15-03161	LOWE'S #1937	AIR CONDITIONERS FOR MAYOR'S OFFICE	$ 952.20
ES ROADS	IOPERATING	15-02874	T.M. FITZGERALD & ASSOCIATES	BLUE RECYCLING CONTAINERS	$ 9,318.60
ES SOLID WASTE	IOPERATING	15-02846	JOHN A. EARL CO.	PAPER TOWEL FOR CENTRAL GARAGE	$ 292.50
		15-02913	TREASURER-STATE OF NJ (NJPDES)	COMPLIANCE MONITORING FEES	$ 1,605.00
FLEET MANAGEMENT	IOPERATING	15-02216	BEYER BROTHERS CORP.	BACK UP ALRAMS FOR TRUCKS	$ 146.82
		15-02328	TRIUS, INC.	GUTTER BROOM MOTORS FOR SWEEPE	$ 1,376.10
		15-02497	JOHN'S MAIN AUTO BODY	TOWED PD 114 TO CENTRAL	$ 25.00
		15-02655	JOHN'S MAIN AUTO BODY	TOWED PD #141 &PD 131	$ 300.00
		15-02658	TRIUS, INC.	PARTS FOR SWEEPER 103& 104	$ 861.02
HS BD OF HEALTH	IOPERATING	15-02733	GOVCONNECTION, INC.	TONER FOR VITAL STATISTICS	$ 85.72
		15-02860	HUDSON REGIONAL HEALTH COMM.	EBL INSPECTION 2/13/2015	$ 600.00
		15-02862	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL SER. JULY-2015	$ 5,916.67
		15-02997	GOVCONNECTION, INC.	TONER FOR FRANK SASSO	$ 47.58
HS CULTURAL AFFAIRS	ITRUST	15-02561	SKYLINE GRAPHIC MANAG. INC.	VINYL PATCHES FOR BANNERS	$ 190.00
		15-02643	HOBOKEN ALL STAR MUSIC JAM	SINATRA PARK CONCERT	$ 600.00

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 16, 2015

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
HS CULTURAL AFFAIRS	ITRUST	15-02743	CITY OF HOBOKEN-OEP	OUTSIDE EMPLOYMENT	$ 1,040.00
		15-02748	THE NEW YORK CLOWN COMPANY INC	PERFORMANCE-FAMILY FUN NIGHT	$ 500.00
		15-02761	GUITAR BAR	PERFORMANCE - SINATRA PARK	$ 500.00
		15-02842	THE BROWNSTONE	FOOD FOR SPAGHETTI DINNER	$ 5,773.00
		15-02868	HUDSON REPORTER ASSOC LP	AD-SINATRA CENTENNIAL	$ 859.95
		15-02869	ALL STAR RENTALS, INC.	TABLE/CHAIR RENTAL	$ 1,736.00
		15-02915	NICOLE ATKINS & CO LLC	PERFORMANCE - FALL FESTIVAL	$ 6,000.00
		15-02916	ROBERT A. NOONAN	PERFORMANCE - FALL FESTIVAL	$ 6,000.00
		15-03003	CAMERON CLEMENTS	REIMBURSEMENT FOR GAS	$ 5.00
		15-03005	FALLO, GERALDINE	REIMBURSEMENT	$ 81.04
		15-03006	SWANK MOTION PICTURES, INC.	MOVIE RENTAL-PIER A. PARK	$ 1,131.00
		15-03008	ELIZABETH WEISS	OFFICE ASSISTANCE	$ 1,081.25
		15-03150	ANGELINA LEDESMA	EVENT ASSISTANCE	$ 67.50
HS MUNICIPAL ALLIANCE	IFEDERAL	15-02870	NCADD HUDSON COUNTY INC.	SUB. ABUSE & PREVENTION SER.	$ 4,945.00
HS PARKS	IOPERATING	15-02863	ZUIDEMA ROYAL THRONE PORTABLE	PROTABLE TOILET RENTAL	$ 125.00
		15-03004	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	$ 550.00
	ITRUST	15-03004	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	$ 400.00
HS RECREATION	ITRUST REC FEES	15-03002	VANESSA FALCO	SERVICES RENDERED	$ 875.00
		15-03122	NCSA	REGISTRATION FEE	$ 1,439.89
		15-03001	SEAN DUFFY	INSTRUCTOR - LACROSSE PROGRAM	$ 1,530.00
		15-03188	STAN'S SPORT CENTER	SOCCER SPORTING EQUIPMENT	$ 1,305.00
		15-03189	STAN'S SPORT CENTER	SOCCER SPORTING EQUIPMENT	$ 19,885.70
		15-03190	STAN'S SPORT CENTER	RAWLINGS GAME BASEBALLS	$ 152.00
HS RENT LEVELING/STABILIZATION	IOPERATING	15-02764	CONCEPT PRINTING INC.	PAPER	$ 200.00
HS SENIOR CITIZEN PROGRAM	IOPERATING	15-03105	FOLEY, THOMAS	REIMBURSEMENT	$ 129.79
HS VITAL STATISTICS	IOPERATING	15-02914	SHORE BUSINESS SOLUTIONS	MONTHLY MAINTENANCE AGREEMENT	$ 45.00
	ITRUST	15-02837	TREASURER, STATE OF NEW JERSEY	1ST QUARTER BURIAL PERMITS	$ 5.00
PS FIRE	IOPERATING	15-01249	ROCK-N-RESCUE	ROPE ACCESS TECH PACK	$ 250.00
		15-02202	PROCOMM SYSTEMS	VAS SPEAKER @ R1	$ 800.00
		15-02291	JENSON & MITCHELL	REPAIRS TO ENGINE 2	$ 981.76
		15-02409	HOBOKEN LOCK & SUPPLY	CYLINDER/LOCK CHANGES/KEYS	$ 2,752.50
		15-02636	TECHNICAL FIRE SERVICES, INC.	ANNUAL PUMPER/AERIAL/LADDER	$ 3,197.00
		15-02806	SHORE SOFTWARE	ONLINE BACKUP/MAY	$ 98.78
		15-02813	AIR PURIFIERS, INC.	SERVICE OF AIR FILTERS	$ 405.00
		15-02814	SHORE SOFTWARE	WEBHOSTING AND EMAIL	$ 1,210.00
		15-02815	LIBERTY LANDING MARINA	GAS FOR MARINE 1	$ 388.38
		15-02836	LOWE'S #1937	REFRIGERATOR/LINEN FUND	$ 478.00
		15-02838	JOHN A. EARL CO.	BATHROOM PAPER FOR FIREHOUSES	$ 358.08
		15-02970	DYNAMIC TESTING SERVICE	(2)PRE-EMPLOYMENT COLLECTIONS	$ 150.00

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 16, 2015

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	$
PS FIRE	IOPERATING	15-02974	CAMPBELL SUPPLY CO.	ENGINE 2 PREV. MAINTENANCE	$ 3,103.38
		15-02980	ASSET PROTECTION GROUP	BACKGROUND CHECKS	$ 2,097.54
PS FIRE SAFETY	IOPERATING	15-02025	ABSOLUTE FIRE PROTECTION	MAINTENANCE OF FIRE APPARATUS	$ 3,100.00
PS POLICE	IOPERATING	15-02476	ATLANTIC TACTICAL INC	AMMUNITION	$ 14,138.60
		15-02778	GOLD TYPE BUSINESS MACHINES	ANTIVIRUS MAINTENANCE	$ 3,823.75
		15-02780	GARDEN STATE AWARDS	TRAFFIC UNIT CITATION PLAQUE	$ 80.00
		15-02820	DRUGPAK LLC	ANNUAL SUPPORT 09/15-09/16	$ 525.00
		15-02823	EDGE MARKETING & PROMOTIONS	NATIONAL NIGHT OUT	$ 144.00
		15-02826	THE TROPHY KING INC	RESIN PLAQUE	$ 75.00
		15-02828	LEXIS NEXIS MATTHEW BENDER	NJ LAW ENFORCEMENT HANDBOOK	$ 544.00
		15-02830	TERMINAL PRINTING COMPANY	PROPERTY ENVELOPES	$ 480.00
		15-02833	BILL GORDON	BAGPIPE SERVICE	$ 250.00
		15-03159	VERIZON WIRELESS SERVICES LLC	LAPTOP WIRELESS SVC PD 8/15	$ 760.24
	ITRUST	15-03163	KENNETH FERRANTE, POLICE CHIEF	CLOSE OUT TRUST ACCOUNT	$ 600.55
UNCLASSIFIED INSURANCE	IOPERATING	15-03053	THE PMA INSURANCE GROUP	WORKERS COMP JULY 2015	$ 15,218.70
		15-03125	BLUE CROSS BLUE SHIELD NJ D	DENTAL INSURANCE SEPT 2015	$ 42,026.06
		15-03127	VISION SERVICE PLAN, INC.	VISION INSURANCE SEPT 2015	$ 10,608.78
		15-03139	BLUE CROSS-BLUE SHIELD OF NJ	HEALTH/RX INS. SEPTEMBER 2015	$ 1,804,745.18
		15-03160	BROWN & BROWN METRO INC	FLOOD INSURANCE POLICY 9/15	$ 35,510.00
UNCLASSIFIED POSTAGE	IOPERATING	15-03164	U.S. POSTAL SERVICE (DATA PAC)	POSTAGE FOR MAIL MACHINE	$ 30,000.00
UNCLASSIFIED TELEPHONE	IOPERATING	15-03157	VERIZON WIRELESS	CELL SERVICES 7/27-8/26/16	$ 7,946.05
		15-03158	COOPERATIVE COMMUNICATIONS,INC	LD/TOLL SERVICE 8/15	$ 825.60
UNCLASSIFIED/SUPPLIES	IOPERATING	15-02901	JERSEY MAIL SYSTEMS	POSTAGE TAPE & CERTIFIED FORMS	$ 629.50
HS DIRECTOR'S OFFICE	IOPERATING	15-03191	STAN'S SPORT CENTER	PLAQUE FOR MAILROOM	$ 50.00
Grand Total					**$ 2,711,620.28**

RESOLVED, THAT WARRANTS DRAWN ON THE CITY TREASURER, TO THE ORDER OF THE CITY TREASURER, IN PAYMENT OF SERVICES OF OFFICERS AND EMPLOYEES OF THE CITY OF HOBOKEN, FOR THE PERIOD:

27-Aug-15 **TO** **09-Sep-15** **Paydate** **9/16/2015**

DEPARTMENT	ACCOUNT NUMBER	REGULAR PAY (11)	O/T PAY (14)	OTHER PAY (11)	TOTAL PAY
PERSONNEL	5-01-20-105	11,416.15	0.00	0.00	11,416.15
MAYOR'S OFFICE	5-01-20-110	10,690.40	0.00	0.00	10,690.40
CITY COUNCIL	5-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	5-01-20-112	17,477.10	0.00	0.00	17,477.10
ABC BOARD	5-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	5-01-20-114	6,876.03	0.00	0.00	6,876.03
GRANTS MANAGEMENT	5-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	5-01-20-120	20,093.49	553.32	0.00	20,646.81
ELECTIONS	5-01-20-122	0.00	2,557.58	0.00	2,557.58
FINANCE OFFICE	5-01-20-130	22,392.70	0.00	0.00	22,392.70
ACCOUNTS/CONTROL	5-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	5-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	5-01-20-145	8,982.27	0.00	0.00	8,982.27
ASSESSOR'S OFFICE	5-01-20-150	13,414.62	0.00	0.00	13,414.62
CORPORATE COUNSEL	5-01-20-155	10,091.34	0.00	0.00	10,091.34
COMMUNITY DEVELOPMENT	5-01-20-160	7,545.37	0.00	0.00	7,545.37
PLANNING BOARD	5-01-21-180	2,154.66	0.00	0.00	2,154.66
ZONING OFFICER	5-01-21-186	5,041.22	0.00	0.00	5,041.22
HOUSING INSPECTION	5-01-21-187	7,023.75	455.76	0.00	7,479.51
CONSTRUCTION CODE	5-01-22-195	25,988.10	646.97	0.00	26,635.07
POLICE DIVISION	5-01-25-241-011	493,393.69	9,861.87	0.00	503,255.56
Court Time		0.00	0.00	120.00	120.00
POLICE CIVILIAN	5-01-25-241-016	42411.05	1,952.40	0.00	44,363.45
POLICE DIVISION CLAS CLASS II	5-01-25-241-015	12,500.00	0.00	0.00	12,500.00
CROSSING GUARDS	5-01-25-241-012	7,716.93	0.00	0.00	7,716.93
Clothing Allowance		0.00	0.00	15,000.00	15,000.00
EMERGENCY MANAGEMENT	5-01-25-252	19,793.71	2,435.04	0.00	22,228.75
Stipend		0.00	0.00	1,269.20	1,269.20

DEPARTMENT	ACCOUNT NUMBER	REGULAR PAY (01)	O/T PAY (02)	OTHER PAY (01)	TOTAL PAY
FIRE DIVISION	5-01-25-266	449,710.75	1,908.09	0.00	451,618.84
FIRE CIVILIAN	5-01-25-266-016	22,874.42	50.69	0.00	22,925.11
STREETS AND ROADS	5-01-26-291-011	17,760.83	1,947.29	0.00	19,708.12
Snow Removal	5-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	5-01-26-290	6,015.72	0.00	0.00	6,015.72
RECREATION SEASONAL EMP	5-0128370016	540.00	0.00	0.00	540.00
CENTRAL GARAGE	5-01-26-301	12,111.88	1,786.35	0.00	13,898.23
SANITATION	5-01-26-305	19,386.62	1,631.94	0.00	21,018.56
LICENSING DIVISION	5-31-55-501-101	0.00	0.00	0.00	0.00
HUMAN SRVCS DIR OFFICE	5-01-27-330	7,829.88	0.00	0.00	7,829.88
BOARD OF HEALTH	5-01-27-332	24,107.41	0.00	0.00	24,107.41
Retro Pay		0.00	0.00	14,613.62	14,613.62
CONSTITUENT SRCS	5-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	5-01-27-336	14,784.40	823.35	0.00	15,607.75
RENT STABILIZATION	5-01-27-347	8,898.15	1,333.09	0.00	10,231.24
TRANSPORTATION	5-01-27-348	0.00	0.00	0.00	0.00
RECREATION	5-01-28-370	10,732.06	0.00	0.00	10,732.06
PARKS	5-01-28-375	11,464.03	2,359.07	0.00	13,823.10
Worker's Comp		0.00	0.00	1,886.47	1,886.47
PUBLIC PROPERTY	5-01-28-377	28,943.65	1,756.42	0.00	30,700.07
O & M TRUST	T-24-20-700-020	1,497.51	336.96	0.00	1,834.47
Worker's Comp		0.00	0.00	1,780.39	1,780.39
MUNICIPAL COURT	5-01-43-490	37,886.42	(128.61)	0.00	37,757.81
PARKING UTILITY	5-31-55-501-101	150,372.68	19,762.81	0.00	170,135.49
Reimburse Road Inspection OT	5-31-55-501-104	0.00	2,414.10	0.00	2,414.10
MUN COURT OVERTIME	T-0340000-037	0.00	3,035.32	0.00	3,035.32
TRUST - RECREATION ADULT PROG	T-03-40-000-108	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
FIRE EDUCATION	T-13-10-000-000	0.00	0.00	0.00	0.00
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00

DEPARTMENT	ACCOUNT NUMBER	REGULAR PAY (01)	O/T PAY (02)	OTHER PAY (01)	PAY
OTHER:					
TRUST FUND-Recreation	**T-03-04-000-107**	0.00	0.00	0.00	0.00
TRUST -Cultural Affairs	**T-03-40-000-004**	805.00	297.18	0.00	1,102.18
Energy Strong Fund	**T-03-04-000-049**	0.00	0.00	5,863.50	5,863.50
CULTURAL AFFAIRS	**5-01-271-760-11**	3,395.81	0.00	0.00	3,395.81
Summer Lunch Program	**G-02-41-300-SF3**	824.08	0.00	0.00	824.08
POLICE OUTSIDE EMPL.	**T-03-40-000-006**	0.00	0.00	58,392.50	58,392.50
H5 Pump	**C46714C46714**	0.00	0.00	0.00	0.00
Special DWI Grant	**G-02-25-114-013**	0.00	300.00	0.00	300.00
Salary Settlement		0.00	0.00	5,171.02	5,171.02
Sick Incentive	**5-01-25-241-019**	0.00	0.00	0.00	0.00
Terminal Leave	**5-01-36-479-000**	0.00	0.00	0.00	0.00
Group Life Insurance		0.00	0.00	8,166.41	8,166.41
HLTH INS EMP WAIV COMP	**5-01-30-400-WVR**	0.00	0.00	0.00	0.00
D.D.E.F Grant	**G-02-41-200-DD9**	0.00	0.00	0.00	0.00
Taxi Inspections	**5-31-55-501-103**	0.00	0.00	0.00	0.00
GRAND TOTAL		1,583,389.33	58,076.99	112,420.03	1,753,886.35
					1,753,886.35

Introduced by: Bhalla
Seconded by: Mello

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION IN SUPPORT OF NATIONAL BREAST CANCER AWARENESS MONTH

WHEREAS, October is National Breast Cancer Month; and

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

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

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

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

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

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

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

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

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

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

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

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

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

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

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

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

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

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Little People of America

Request for October to become National Dwarfism Awareness Month

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

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

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

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

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

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

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

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

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

Introduced by:_____
Seconded by:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

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

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

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

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Hold Harmless Agreement

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

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

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

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

TERMS

1. **Hold Harmless.** The **City of Hoboken** shall defend, indemnify, and hold harmless the **Trustees of the Stevens Institute of Technology,** its trustees, agents, officers, students and employees, from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency arising out of, or related to, acts, omissions, negligence, or willful misconduct in conducting the activities described hereunder at the SIT locations accessed hereunder, on the part of COH, its officers, agents, or employees. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, and any reimbursements to SIT for all legal fees, expenses, and any costs incurred by it. However, COH reserves the right, without the need for consent from SIT, to utilize any and all of its available counter-claims and/or defenses, including, without limitation, the Tort Claim Act, in any actions against any third party in which COH is indemnifying SIT. SIT will select its own counsel in any such action and COH will reimburse SIT for all reasonable out-of-pocket legal fees and expenses incurred by SIT in connection with any such action; provided that, the City shall only be liable for attorneys fees consistent with the hourly rates typically billed against the City for litigation counsel, and further provided that upon request of COH, SIT and COH will consider the possibility of agreeing to use counsel selected by COH which must be reasonably satisfactory to SIT and the costs of such counsel will be fully covered hereunder.
2. **Certificate of Insurance.** COH shall provide SIT with a Certificate of Insurance, covering all dates, times and locations of the training facilities, as described herein, with a comprehensive general liability insurance amount of at least $1,000,000/$2,000,000, which shall be incident based as opposed to claim based. In addition, COH shall procure

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

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

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

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

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

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

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

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

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

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

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

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

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

    and effective as of the _____ of _____, 2015.

{The remainder of this page intentionally left blank}

CERTIFICATION - COH

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

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

ON BEHALF OF
City of Hoboken

Printed Name:_____ Dated:_____

Title:_____

Signed:_____

Notarized: _____ Dated:_____

CERTIFICATION - SIT

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

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

ON BEHALF OF
Stevens Institute of Technology

Printed Name:_____ Dated:_____

Title:_____

Signed:_____

Notarized: _____ Dated:_____

Introduced by:_____

Seconded by:_____

CITY OF HOBOKEN

RESOLUTION NO. _____

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

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

WHEREAS, certification of funds is available as follows:

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

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

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

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

Meeting date: October 7, 2015

APPROVED:	**APPROVED AS TO FORM:**
_____	_____
Quentin Wiest Business Administrator	Mellissa L. Longo Corporation Counsel

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

State of New Jersey

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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

September 1, 2015

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

Dear Mr. Farina:

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

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

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

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

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

Sincerely,

Patricia Shapella

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

cc: Diana Davis, Hoboken Shade Tree Commission Commissioner

State of New Jersey

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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

Grant Agreement Instructions

Instructions

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

1. Have the GBR voted on by your governing body

2. Fill in the blank spaces with the date and vote count.

3. Have the Resolution Certifier sign and date the Certification pages and apply the raised seal on all 3 GBR pages. (The raised seal is optional but recommended).

4. Send the 3 completed copies of the GBR and the Certification pages along with the signed Grant Agreement, as instructed below.

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

1. After the resolution is passed have **the authorized grant executor sign and date all 3 copies of Page 2** on the line above where the name is typed
   a. **DO NOT use a signature stamp** in place of an original signature.
   b. **DO NOT use white-out.**

2. (Optional) Have the attorney for the Association sign the 3 copies of Page 2 in the designated space as to his/her approval of the form.

3. Review page A-1 regarding lobbying activities and sign. Please contact me if any lobbying activities have been undertaken by your organization.

3. Mail all 3 copies of your original signed grant agreements with the resolution to:
   Attention: Patricia Shapella
   NJDEP- New Jersey State Forestry Services
   Mail Code 501-04, PO Box 420
   Trenton, NJ 08625-0420

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

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DEP-069MG
08/15

(Mini-Grant)

GRANT AGREEMENT
BETWEEN

City of Hoboken

(print name of Grantee; all capitals)

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

GRANT IDENTIFIER: FS16-089

Federal Award Information

Federal Awarding Agency:

Federal Award Name:

Federal Award Identification Number (FAIN):

Federal Award Date:

Total Amount of the Federal Award:

I. Grant Award Data and Signatures

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

The State of New Jersey (The "State")

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

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

TITLE OF GRANT: **Green Communities Grant**

AMOUNT OF GRANT: **$ 3,000.00**

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

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

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

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

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

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

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

_____
(signature)

_____, Deputy Attorney General
(print name)

Date: _____

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

APPROVAL OF GRANTING AGENCY

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

☐ Sign HERE

By: _____
(signature)

Lynn E. Fleming
(print name)

Director/State Forester
(print title)

Date: 8/31/15

EXECUTION SIGNATURES

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

SIGNED

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

By: ☐ _____
(signature)

Dawn Zimmer
(Print name)

Mayor
(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Richard Boornazian
(print name)

Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

II. General Terms

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

1. Use of Funds

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

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

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

c) to make grants to individuals or other organizations;

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

2. Compliance with Existing Laws and Policies

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

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

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

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

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

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

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

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

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

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

3. Insurance

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

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

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

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

4. Indemnification

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

5. **Assignments and Subcontracts**

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

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

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

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

6. **Availability of Funds:**

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

7. **Procurement Standards**

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

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

8. **Property Management Standards**

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

9. **Method of Payment**

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

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

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

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

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

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

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

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

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

10. <u>Matching and Cost Sharing Requirements</u>

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

11. <u>Financial Management System</u>

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

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

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

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

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

5) accounting records that are supported by source documentation,

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

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

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

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

12. Performance Reporting

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

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

13. Monitoring Performance

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

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

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

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

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

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

14. Audit Requirements

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

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

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

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

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

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

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

15. Agreement Amendment

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

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

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

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

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

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

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

16. Closeout Procedures

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

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

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

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

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

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

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

17. Termination

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

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

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

18. Access to Records

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

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

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

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

19. Record Retention:

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

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

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

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

20. Approvals and Authorizations

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

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

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

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

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

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

21. Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Additional Provisions:

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

GRANT AGREEMENT
BETWEEN

City of Hoboken

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

GRANT IDENTIFIER: FS16-089

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

GRANT AGREEMENT
BETWEEN

City of Hoboken

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

GRANT IDENTIFIER: FS16-089

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

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

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

II. Restrictions on Lobbying

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

(1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

III. Compliance with the Civil Rights Act of 1964

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

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

IV. Trafficking Victim Protection Prohibition Statement

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

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

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

V. National Environmental Policy Act (NEPA)

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

VI. Eligible Workers

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

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

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

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

Grantee (Loan Recipient or Contractor) DUNS Number **091858563**

GRANT AGREEMENT
BETWEEN

City of Hoboken

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

GRANT IDENTIFIER: FS16-089

APPROVED PROJECT BUDGET

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

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

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

GRANT AGREEMENT
BETWEEN

City of Hoboken

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

GRANT IDENTIFIER: FS16-089

GOVERNING BODY RESOLUTION

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

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

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

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

Introduced and passed _____, _____.

Ayes: _____
Noes: _____
Absent: _____

Seal

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

CERTIFICATION*

I, **James Farina**, ☒ municipal clerk ☐ county clerk ☐ utilities Authority Clerk
(print name)
☐ (other, specify)_____ of **City of Hoboken**
(print Grantee's name)
certify that this resolution was duly adopted by **Hoboken City Council** at a
(print name of Grantee's governing body)

meeting duly held on the _____ day of _____, _____; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature. **

_____
(signature) *

James Farina
(print name)
City Clerk
(print title)

Date: _____ **

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

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

DEP-069MG
08/15

(Mini-Grant)

GRANT AGREEMENT
BETWEEN

City of Hoboken

(print name of Grantee; all capitals)

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

GRANT IDENTIFIER: FS16-089

Federal Award Information

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

I. Grant Award Data and Signatures

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

The State of New Jersey (The "State")

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

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

TITLE OF GRANT: **Green Communities Grant**

AMOUNT OF GRANT: **$ 3,000.00**

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

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

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

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

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

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

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

_____
(signature)

_____, Deputy Attorney General
(print name)

Date: _____

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

APPROVAL OF GRANTING AGENCY

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

By: _____
(signature)

Lynn E. Fleming
(print name)

Director/State Forester
(print title)

Date: 8/31/15

EXECUTION SIGNATURES

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

SIGNED

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

By: _____
(signature)

Dawn Zimmer
(Print name)

Mayor
(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Richard Boornazian
(print name)

Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

II. General Terms

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

1. Use of Funds

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

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

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

c) to make grants to individuals or other organizations;

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

2. Compliance with Existing Laws and Policies

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

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

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

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

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

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

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

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

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

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

3. Insurance

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

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

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

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

4. Indemnification

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

5. **Assignments and Subcontracts**

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

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

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

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

6. **Availability of Funds:**

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

7. **Procurement Standards**

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

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

8. **Property Management Standards**

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

9. **Method of Payment**

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

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

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

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

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

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

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

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

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

10. Matching and Cost Sharing Requirements

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

11. Financial Management System

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

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

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

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

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

5) accounting records that are supported by source documentation,

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

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

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

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

12. Performance Reporting

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

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

13. Monitoring Performance

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

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

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

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

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

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

14. Audit Requirements

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

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

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

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

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

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

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

15. Agreement Amendment

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

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

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

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

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

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

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

16. Closeout Procedures

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

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

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

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

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

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

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

17. Termination

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

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

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

18. Access to Records

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

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

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

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

19. Record Retention:

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

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

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

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

20. Approvals and Authorizations

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

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

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

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

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

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

21. Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Additional Provisions:

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

GRANT AGREEMENT
BETWEEN

City of Hoboken

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

GRANT IDENTIFIER: FS16-089

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

GRANT AGREEMENT
BETWEEN

City of Hoboken

(Name of Grantee)
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GRANT IDENTIFIER: FS16-089

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

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

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

II. Restrictions on Lobbying

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

(1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

III. Compliance with the Civil Rights Act of 1964

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

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

IV. Trafficking Victim Protection Prohibition Statement

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

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

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

V. National Environmental Policy Act (NEPA)

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

VI. Eligible Workers

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

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

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

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

Grantee (Loan Recipient or Contractor) DUNS Number **091858563**

GRANT AGREEMENT
BETWEEN

City of Hoboken

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

GRANT IDENTIFIER: FS16-089

APPROVED PROJECT BUDGET

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

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

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

GRANT AGREEMENT
BETWEEN

City of Hoboken

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

GRANT IDENTIFIER: FS16-089

GOVERNING BODY RESOLUTION

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

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

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

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

Introduced and passed _____, _____.

Ayes: _____
Noes: _____
Absent: _____

Seal

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

CERTIFICATION*

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

_____
(signature) *

James Farina
(print name)

City Clerk
(print title)

Date: _____ **

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

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

DEP-069MG
08/15

(Mini-Grant)

GRANT AGREEMENT
BETWEEN

City of Hoboken

(print name of Grantee; all capitals)

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

GRANT IDENTIFIER: FS16-089

Federal Award Information

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

I. Grant Award Data and Signatures

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

The State of New Jersey (The "State")

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

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

TITLE OF GRANT: Green Communities Grant

AMOUNT OF GRANT: $ 3,000.00

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

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

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

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

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

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

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

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

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

_____
(signature)

_____, Deputy Attorney General
(print name)

Date: _____

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

APPROVAL OF GRANTING AGENCY

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

By: _____
(signature)

Lynn E. Fleming
(print name)

Director/State Forester
(print title)

Date: 8/31/15

EXECUTION SIGNATURES

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

SIGNED

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

By: _____
(signature)

Dawn Zimmer
(Print name)

Mayor
(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Richard Boornazian
(print name)

Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

II. General Terms

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

1. Use of Funds

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

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

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

c) to make grants to individuals or other organizations;

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

2. Compliance with Existing Laws and Policies

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

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

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

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

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

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

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

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

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

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

3. Insurance

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

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

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

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

4. Indemnification

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

5. Assignments and Subcontracts

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

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

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

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

6. Availability of Funds:

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

7. Procurement Standards

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

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

8. Property Management Standards

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

9. Method of Payment

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

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

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

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

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

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

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

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

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

10. Matching and Cost Sharing Requirements

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

11. Financial Management System

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

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

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

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

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

5) accounting records that are supported by source documentation,

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

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

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

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

12. Performance Reporting

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

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

13. Monitoring Performance

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

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

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

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

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

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

14. Audit Requirements

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

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

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

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

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

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

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

15. Agreement Amendment

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

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

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

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

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

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

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

16. Closeout Procedures

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

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

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

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

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

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

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

17. Termination

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

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

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

18. Access to Records

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

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

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

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

19. Record Retention:

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

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

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

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

20. Approvals and Authorizations

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

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

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

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

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

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

21. Miscellaneous Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Additional Provisions:

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

GRANT AGREEMENT
BETWEEN

City of Hoboken

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

GRANT IDENTIFIER: FS16-089

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

GRANT AGREEMENT
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City of Hoboken

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GRANT IDENTIFIER: FS16-089

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

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

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

II. Restrictions on Lobbying

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

(1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

III. Compliance with the Civil Rights Act of 1964

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

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

IV. Trafficking Victim Protection Prohibition Statement

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

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

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

V. National Environmental Policy Act (NEPA)

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

VI. Eligible Workers

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

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

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

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

Grantee (Loan Recipient or Contractor) DUNS Number **091858563**

GRANT AGREEMENT
BETWEEN

City of Hoboken

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

GRANT IDENTIFIER: FS16-089

APPROVED PROJECT BUDGET

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

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

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

GRANT AGREEMENT
BETWEEN

City of Hoboken

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

GRANT IDENTIFIER: FS16-089

GOVERNING BODY RESOLUTION

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

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

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

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

Introduced and passed _____, _____.

Ayes: _____
Noes: _____
Absent: _____

Seal

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

CERTIFICATION*

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

_____
(signature) *

James Farina
(print name)

City Clerk
(print title)

Date: _____ **

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

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

Introduced by:_____

Seconded by:_____

CITY OF HOBOKEN

RESOLUTION NO. _____

Resolution and Agreement For State Aid

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

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

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

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

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

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

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

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

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

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

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

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

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo
Corporation Counsel

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

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

State of New Jersey

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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JAMIE FOX
Commissioner

July 31, 2015

Dear Mayor/Freeholder Director/County Executive:

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

The following is a brief description of each program:

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Jamie Fox
Commissioner

Enclosure

c: County Engineer

New Jersey Department of Transportation
Local Aid and Economic Development

District 1

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

District 2

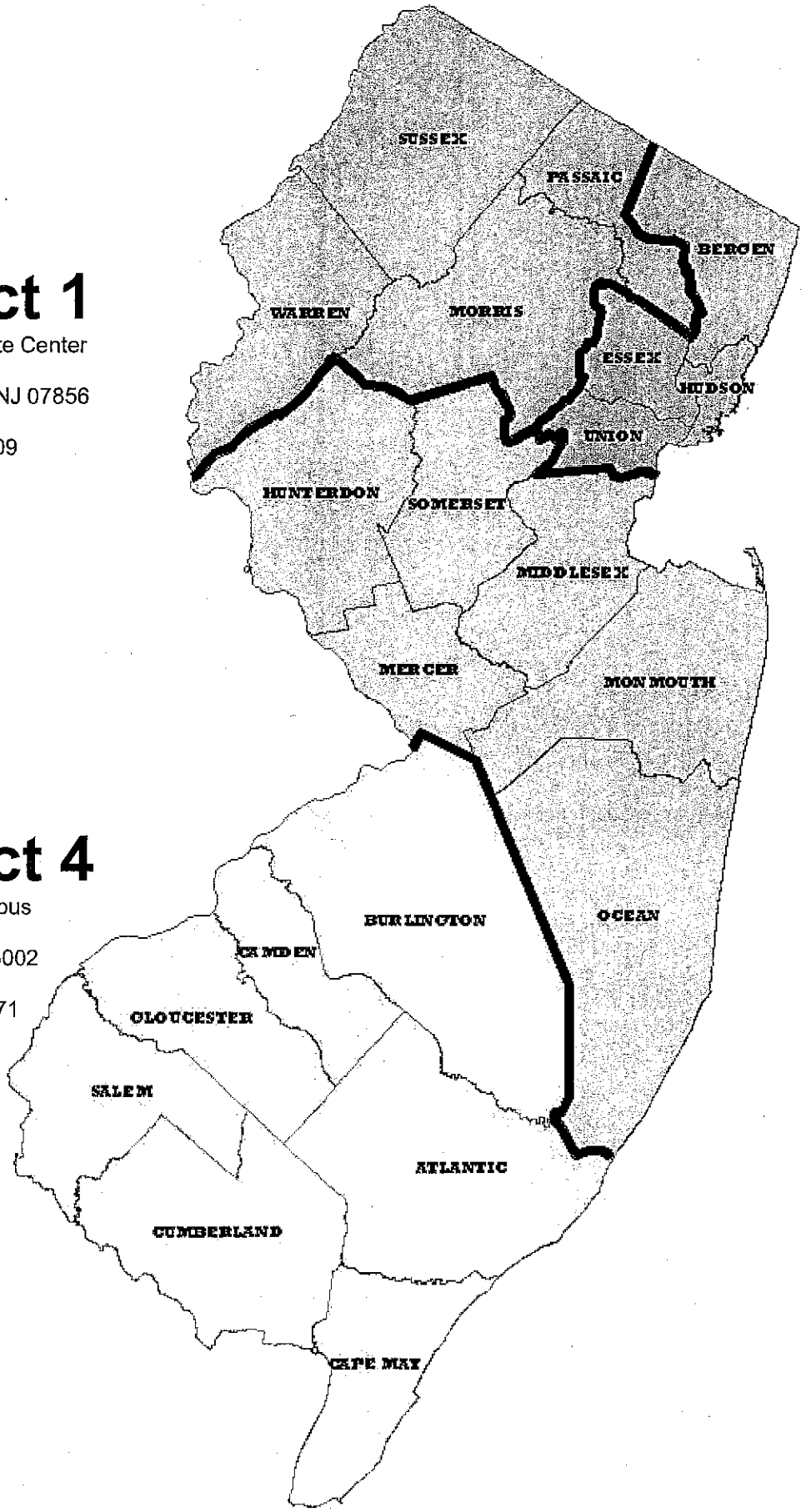
153 Halsey Street, 5th Floor
Newark, NJ 07102
973.877.1500
FAX: 973.648-4547

District 3

1035 Parkway Ave
Trenton, NJ 08625
732.625.4290
FAX: 732.625.4292

District 4

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



Introduced by:_____

Seconded by:_____

CITY OF HOBOKEN

RESOLUTION NO. _____

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

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

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

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

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

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

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

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo
Corporation Counsel

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

Introduced by:_____
Seconded by:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

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

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

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

WHEREAS, certification of funds is available as follows:

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

Signed: _____, George DeStefano, CFO

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

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

intent and purpose of this Resolution.

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

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

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: September 22, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

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

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

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

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

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

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

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) BUY-NJPA • (626) 457-5590

(855) 289-6572 • (831) 480-8497 Fax

9/17/2015

QuoteID: **5100**

AL DINEROS
City of Hoboken
Purchasing

94 Washington Street

Hoboken, New Jersey, 07030

Dear AL DINEROS,

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

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

- per the attached specifications.

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

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

Sincerely,

Jesse Cooper

National Fleet Manager

Email: Fleet@NationalAutoFleetGroup.com

Office: (855) 289-6572

Fax: (831) 480-8497

CHEVROLET TOYOTA GMC

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

Fax: (831) 480-8497

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

Email: Fleet@nationalautofleetgroup.com

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

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

Vehicle Configuration Options

ENGINE

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

TRANSMISSION

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

PRIMARY PAINT

Code	Description
PW7	BRIGHT WHITE CLEARCOAT

PAINT SCHEME

Code	Description
___	STANDARD PAINT

SEAT TYPE

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

SHIP THRU CODES

Code	Description

CPOS PKG

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

ADDITIONAL EQUIPMENT

Code	Description

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

WINDOW STICKER

2016 Jeep Patriot 4WD 4dr Sport SE
2.4 L/144 Regular Unleaded I-4
6 Speed Automatic w/OD

Interior:
Exterior 1: BRIGHT WHITE CLEARCOAT
Exterior 2: No color has been selected.

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

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

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

Standard Equipment

MECHANICAL

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

EXTERIOR

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

ENTERTAINMENT

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

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

INTERIOR

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

SAFETY

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

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

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

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

WHEREAS, certification of funds is available as follows:

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

Signed: _____, George DeStefano, CFO

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

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

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

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

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

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

F. This resolution shall take effect immediately upon passage.

MEETING: October 7, 2015

REVIEWED:

_____

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____

Mellissa L. Longo, Esq.
Corporation Counsel

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

VALUE RESEARCH GROUP, LLC
REAL ESTATE ANALYSTS AND CONSULTANTS

August 13, 2015

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

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

Dear Ms. Forbes:

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

Assignment Summary

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

www.valueresearch.com
301 SOUTH LIVINGSTON AVENUE • SUITE 104 • LIVINGSTON • NEW JERSEY • 07039 • 973-422-9800 • FAX 973-422-9797

Scope of Work

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

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

Prior Services Disclosure

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

Delivery Date

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

Fee Requirements

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

Confidentiality

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

Cancellation

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

VRG Independence

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

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

Very truly yours,

VALUE RESEARCH GROUP, LLC.

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

_____ _____
Accepted By Date

VALUE RESEARCH GROUP, LLC
REAL ESTATE ANALYSTS AND CONSULTANTS

September 1, 2015

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

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

Dear Mr. Marks:

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

Assignment Summary

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

www.valueresearch.com
301 SOUTH LIVINGSTON AVENUE • SUITE 104 • LIVINGSTON • NEW JERSEY • 07039 • 973-422-9800 • FAX 973-422-9797

Scope of Work

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

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

Fee Requirements

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

Consulting & Expert Testimony Per Diem Charges

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

Delivery Date

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

Confidentiality

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

Cancellation

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

VRG Independence

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

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

Very truly yours,

VALUE RESEARCH GROUP, LLC.

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

_____ _____
Accepted By Date

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. : _____

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

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

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

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

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

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

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

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

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

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

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

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. : _____

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

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

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

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

WHEREAS, one of the circulation alternatives considered in the study was the conversion of the intersection of Clinton Street and 12th Street from a one-way stop to a multi-way stop, which was approved by City Council and implemented by the Department of Transportation and Parking in 2014 in an effort to improve traffic circulation on 12th Street between Grand Street and Willow Avenue; and,

WHEREAS, since the installation of multi-way stop signs at the intersection of Clinton Street and 12th Street, it has been observed that significant peak period traffic congestion remains in the area of 12th Street near Wallace Elementary School; and,

WHEREAS, an additional alternative in the 2014 Boswell study considered parking restrictions on 12th Street in order to accommodate a left turn lane between Clinton Street and Willow Avenue; and,

WHEREAS, by adding a left turn lane on 12th Street between Clinton Street and Willow Avenue, average delay during peak periods would be reduced from an average of 61 seconds to 21 seconds according to the Synchro model run by Boswell; and,

WHEREAS, such a pilot program would last for 60 days and then be evaluated using metrics of safety and travel delay to determine whether the pilot should be adjusted or made permanent, pending a vote by City Council.

NOW, THEREFORE, BE IT RESOLVED, that the Hoboken City Council authorizes a 60-day pilot program beginning October 16 and ending December 15, 2015, to suspend Hoboken Code Section §141A-2(H) to remove on-street parking from both sides of 12th

Street between Clinton Street and Willow Avenue between the hours of 6:00am-10:00am, Monday through Friday, in order to accommodate a temporary left turn lane.

BE IT FURTHER RESOLVED, prior to the conclusion of the 60-day pilot program, the City will use standard engineering evaluation metrics to make recommendations whether to make the pilot program permanent, which shall be done by a properly adopted ordinance or the streetway will automatically revert back to the ordained condition as defined in Hoboken Municipal Code §141A-2(H) at 11:59PM on December 15, 2015.

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo
Corporation Counsel

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

SPONSORED: _____
SECONDED: _____

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION TO AMEND THE LOCATIONS OF AD PANELS FOR THE BIKE SHARE PROGRAM WITHIN THE CITY OF HOBOKEN

WHEREAS, the City of Hoboken has awarded a contract to operate a bike share system to NJ BikeShare, LLC (d/b/a Bike the Skyline); and

WHEREAS, the contract authorizes Bike the Skyline to generate revenue for the program through membership fees, advertising, and sponsorships; and

WHEREAS, advertising is estimated to provide approximately one third of the revenue necessary to operate the program; and

WHEREAS, ad panel locations were previously authorized by the City Council, and the City wishes to relocate some of the locations to minimize the impact on pedestrian and vehicular traffic while still generating the revenue necessary to operate the program; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hoboken hereby authorizes installation and maintenance of said advertising panels by Bike the Skyline at the following locations, with the number of panels per location as herein defined:

- Hudson Pl & River St (2 panels)
- Hudson Pl & Hudson St (2 panels)
- ~~1st St & Washington St (1 panel)~~
- ~~4th St & Washington St (1 panel)~~
- ~~6th St & River St (1 panel)~~
- ~~11th St & Washington St (1 panel)~~
- 14th St & Washington St (~~2 panels~~) (1 panel)
- 14th St & Sinatra Dr (2 panels)
- ~~14th St & Grand St (2 panels)~~
- ~~8th St & Jackson St (1 panel)~~
- ~~2nd St & Marshall Dr (1 panel)~~
- ~~Observer Highway & Harrison St (1 panel)~~
- Newark St & Adams St (~~2 panels~~) (1 panel)
- Newark Street: on the south side sidewalk of Newark Street located approximately 110' east of the easterly curbline of Hudson Street (1 panel)
- Hudson Street: on the west side sidewalk of Hudson Street located approximately 50' south of the southerly curbline of 1st Street (1 panel)
- River Street (Garage D): on the west side sidewalk of River Street located approximately 185' south of the southerly curbline of 3rd Street (1 panel).
- River Street (Garage B): on the west side sidewalk of River Street located approximately 95' south of the southerly curbline of 2nd Street (1 panel)
- Hudson Street (Garage D): on the east side sidewalk of Hudson Street located approximately 185' south of the southerly curbline of 3rd Street (1 panel)

- River Street (Garage G): on the west side sidewalk of River Street located approximately 165' south of the southerly curbline of 4th Street.
- Hudson Street (Garage B): on the east side sidewalk of Hudson Street located approximately 140 feet south of the southerly curbline of 2nd Street; and,

BE IT FURTHER RESOLVED, all installations by Bike the Skyway and/or its contractors shall be in accordance with all applicable laws; and,

BE IT FURTHER RESOLVED, this resolution shall be effective immediately upon passage.

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

AUTHORIZING THE CITY OF HOBOKEN TO ACCEPT AND QUALIFY RESPONSES TO THE REQUESTS FOR QUALIFICATION FOR REAL ESTATE APPRAISERS FOR THE CITY FROM THE DATE OF RESOLUTION THROUGH OCTOBER 7, 2016

WHEREAS, it is necessary for the City of Hoboken to engage, from time-to-time, the services of a qualified firm and/or professional to provide Professional Services as Real Estate Appraisers for the City; and,

WHEREAS, N.J.S.A. 19:44A-20.1 et seq., commonly known as the State "Pay to Play" Law took effect on January 1, 2006; and,

WHEREAS, the City has fully complied with the "fair and open" process set forth under N.J.S.A. 19:44A-20.1 et. seq., by issuing a Request for Qualifications for Real Estate Appraisers for the City; and,

WHEREAS, the City's review team has determined that the below listed respondents to the RFQ provide the City with the best options for efficient and effective Real Estate Appraisers for the City, through October 7, 2016, and are each qualified to be considered by the City Administration, if and when the Administration finds it necessary, to engage the services of such respondent, subject to actual contract awards and appropriations of funds at the time of contracts for service;

NOW, THEREFORE, BE IT RESOLVED by the City of Hoboken that the below listed respondents be and are hereby deemed qualified to be contracted for Real Estate Appraisers for the City, as necessary when determined by the Administration, through October 7, 2016:

Value Research Group, LLC
301 South Livingston Avenue
Suite 104
Livingston, NJ 07039

Federal Appraisal and Consulting. LLC
460 US Highway 22 West
Suite 403
Whitehouse Station, NJ 08889

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

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

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH UNITED CEREBRAL PALSY OF HUDSON COUNTY (HOBOKEN UNIT)

Whereas, the Board of Directors of United Cerebral Palsy of Hudson County (Hoboken Unit) located at 1005 Washington Street Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "United Cerebral Palsy of Hudson County After School Program" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $2,000.00 out of available City of Hoboken Community Development Block Grant funds and $3,245.06 out of available City of Hoboken Miscellaneous Program Income funds for United Cerebral Palsy of Hudson County (Hoboken Unit) to operate said program within the City of Hoboken; and

Therefore Now Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and United Cerebral Palsy of Hudson County (Hoboken Unit), and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development | **Approved as to form:**

_____ | _____

Brandy A Forbes, Director | **Mellissa Longo, Corporation Counsel**

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

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
UNITED CEREBRAL PALSY OF HUDSON COUNTY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and United Cerebral Palsy of Hudson County (herein called the "Subrecipient"), with an address of 721 Broadway, Bayonne, NJ 07002.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "UCP of Hudson County After School Program" and will be awarded $2,000.00 in Community Development Block Grant (CDBG) funds to provide recreational, socialization and cognitive skill-enhancement services at the 1005 Washington Street, Hoboken, NJ location to individuals with development disabilities. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to provide an after school program to 24 individuals with development disabilities. The program service includes a transportation component for pick-up and drop-off. The on-site component provides recreational, socialization and cognitive skill-enhancement as well as community integration.

3. General Administration

The Subrecipient will utilize funding to pay for the program's utility expenses.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05B Handicapped Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will serve 24 unduplicated, low and moderate income clients and provide 30 hours of service each month, per individual over the course of this 12-month agreement. The Performance Measurement used to measure project success will be the number of disabled individuals utilizing the handicap services provided.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPITON

Type of Project: Public Service

Project Location: 1005 Washington Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:05B Handicapped Services

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

Amount Funded: $2,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Operating Costs		
Office Supplies	$12,150	
Office Rentals	$51,250	
Equipment Rental and Purchase	$5,497	
Phone	$4,310	
Copying/Printing	$5,685	
Fuel/Electric	$17,210	$2,000
Other	$14,720	
Total Uses	$111,182	$2,000
Sources		
City of Hoboken CDBG	$2,000	
City of Hoboken City Match	$3,245.06	
Total Sources	$5,245.06	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $2,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Keith Kearney
Subrecipient
721 Broadway
Bayonne, NJ, 07002
(201) 436-2200
kkearney@ucpofhudsoncounty.org

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Section 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all

applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. <u>Notifications</u>

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright
If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

United Cerebral Palsy of Hudson County

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **UNITED CEREBRAL PALSY – UCP OF HUDSON COUNTY AFTER SCHOOL PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

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

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH TRUE MENTORS, INC.

Whereas, the Board of Directors of TRUE Mentors, Inc., located at 123 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "TRUE Mentors Internship Program Expansion" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $12,500.00 out of available City of Hoboken Community Development Block Grant funds to TRUE Mentors, Inc. for a job creation and/or retention program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and TRUE Mentors, Inc., and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development | **Approved as to form:**

_____ | _____

Brandy A Forbes, Director | **Mellissa Longo, Corporation Counsel**

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

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
TRUE MENTORS, INC.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and TRUE Mentors, INC. (herein called the "Subrecipient"), with an address of 123 Jefferson Street, Hoboken, NJ 07030.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "TRUE Mentors Internship Program Expansion" and will be awarded $12,500 in Community Development Block Grant (CDBG) funds to provide job training services to low and moderate income youth. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to expand the Internship Program from 9 interns in 2014-2015 school year to 15 interns in the 2015-2016 school year. Expansion will include increasing the workshops related to college prep, incorporating "life skills" training to prepare students for their future, and going on college visits. Grant funding will serve high school students in the Hoboken area.

3. General Administration

The Subrecipient has a full-time program director in the position needed to facilitate the program, the distribution of funds, and the evaluation and growth of programming. The Director will spend 20% of her time on this activity on a weekly basis, estimating roughly 9 hours per week.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient qualifies as a Community Based Development Organization (CBDO), as defined by 24 CFR 570.204(c).

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income Limited Clientele Job Creation or Retention activities as stated in 24 CFR 570.208(a)(4). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 18B Economic Development Administration & Technical Assistance requirements as stated in 24 CFR 570.203(c).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide paid internship opportunities to 15 low and moderate income youth participants for the 2015-2016 school year. Each participant will complete the 14 week internship. Job retention will be measured by the ability of students to retain a full-time job based on the training provided during the course of their internship.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Special Economic Development Activities

Project Location: 123 Jefferson Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 18B Economic Development Administration & Technical Assistance

Eligibility Citation: 24 CFR 570.203(c)

Amount Funded: $12,500.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	**Total Budget**	**CDBG Budget**
Uses		
Personnel Costs		
Rebecca Denaro	$9,546.96	$5,000
Intern's Payment	$9,030	$5,423
Operating Costs		
College Visits	$900	$550
Training Materials	$160	$100
Microsoft Word for Laptops	$119	$119
SAT Prep Materials	$400	$200
Teen Internship Brochures	$200	
Workshops	$940	$550
Checks	$160	
Quick Books	$558	$558
Total Uses	$22,013.96	$12,500
Sources		
City of Hoboken CDBG	$12,500	
Other (Fundraising Events)	$9,513.96	
Total Sources	$12,500	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $12,500. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Rebecca Denaro
Subrecipient
P.O. Box 6264
Hoboken NJ, 07030
(201) 564-8103
rdenaro@truementors.org

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities

to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records complying with 24 CFR 570.208(a)(4)(vi) and (v), which determines whether a job is being held or made available to a low and moderate income person.

b. Records providing a full description of each activity undertaken;

c. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

d. Records required to determine the eligibility of activities;

e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

g. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget

and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition

of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the

Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the

payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns

that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken	TRUE Mentors, INC.
By_____	By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER	
	Title_____
Attest_____	
CITY CLERK	
Countersigned_____	By_____
FINANCE OFFICER	Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
JOB CREATION/RETENTION CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records determining whether a job is being held or made available to a low and moderate income person.

2. Records listing, by job title, internships acquired and confirmation of interns who transitioned their roles into permanent job placement.

3. Records indicating which jobs are part-time and (where it is known) which are held by low and moderate income persons at the time CDBG assistance was provided.

4. Records describing the hiring process, which low and moderate income persons were interviewed and which low and moderate income persons were hired.

5. Documentation of the size and annual income of each intern's family.

6. Records showing the following:
   a. the address of the business providing the job;
   b. the census tract that the address of the job is located;
   c. the percent of persons residing in the job's census tract who either are in poverty or who are low-and moderate-income (also provide the data source uses for determining the percentage).

7. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

8. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

- **TRUE MENTORS, INC. – INTERNSHIP PROGRAM EXPANSION**

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH TRUE MENTORS, INC.

Whereas, the Board of Directors of TRUE Mentors, Inc., located at 123 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "TRUE Mentors Mentoring and Clubs Expansion" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $12,500.00 out of available City of Hoboken Community Development Block Grant funds for TRUE Mentors, Inc. to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and TRUE Mentors, Inc., and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

_____

Brandy A Forbes, Director

Approved as to form:

_____

Mellissa Longo, Corporation Counsel

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

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
TRUE MENTORS, INC.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and TRUE Mentors, Inc. (herein called the "Subrecipient"), with an address of P.O. Box 6264, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "TRUE Mentors Mentoring and Club Expansion" and will be awarded $12,500 in Community Development Block Grant (CDBG) funds to provide mentorship and educational enrichment services. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to formalize a Mentorship and Club Expansion to support the growth of one-on-one mentoring program and weekly enrichment clubs. The Subrecipient will to make 50 mentorship matches in September 2015 through June 2015. In addition, the Subrecipient will provide ongoing training opportunities for mentors to expand their knowledge and impact.

3. **General Administration**

The Subrecipient will utilize CDBG funding to cover a portion of the Program Director's salary, which focuses on the growth, safety and improvement of our youth program.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05D Youth Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to service up to 30 low to moderate income students through field trip events and other club activities, including activities with mentors. The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income students being provided with increased levels of service.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 123 Jefferson Street, Hoboken, NJ 07030

Service Area: N/A

Matrix Code:05D Youth Services

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

Amount Funded: $12,500.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Personnel Costs		
Rebecca Denaro	22,308.84	$5,000
Administrative Costs		
Office Rent	$2,400	$2,400
Mail Communication	$240	$240
Program Staff Salary	$22,308.84	$5,000
Class Snacks	$2,044	$800
Club Supplies	$1,288	$65
Printing Costs	$175	$135
Bus for Field Trips	$800	$800
Public Transportation – Field Trips	$600	$600
Special Events – Workshops & Celebrations	$480	$480
Volunteer Appreciation	$125	$125
Mentor Support Events	$1,334	$500
Mentor Training Materials	$557	$150
Mentor Screening Costs	$1,325	$1,000
E-fax	$120	$80
Mentee Support Events	$176.01	$125
Other	$804	$0
Total Uses	$34,776.85	$12,500
Sources		
City of Hoboken CDBG	$12,500	
Other (Fundraising Events)	$22,276.85	
Total Sources	$12,500	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $12,500. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Rebecca Denaro
Subrecipient
P.O. Box 6264
Hoboken NJ, 07030
(201) 564-8103
rdenaro@truementors.org

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities

to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient

accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for

such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Section 4 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in

all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the

service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken	TRUE Mentors, Inc.
By_____	By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER	
	Title_____
Attest_____	
CITY CLERK	
Countersigned_____	By_____
FINANCE OFFICER	Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-December 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **TRUE MENTORS, INC. – MENTORSHIP AND CLUB EXPANSION**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

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

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH ALL SAINTS COMMUNITY SERVICE & DEVELOPMENT CORPORATION

Whereas, the Board of Directors of All Saints Community Service & Development Corporation located at 601 Jackson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Jubilee Center's Investing in Children Program" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $20,000.00 out of available City of Hoboken Community Development Block Grant funds and $10,000.00 out of available City of Hoboken Miscellaneous Program Income funds for All Saints Community Service & Development Corporation to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and All Saints Community Service & Development Corporation, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development **Approved as to form:**

_____ _____

Brandy A Forbes, Director **Mellissa Longo, Corporation Counsel**

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

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
ALL SAINTS COMMUNITY SERVICE & DEVELOPMENT CORPORATION
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and All Saints Community Service & Development Corporation (herein called the "Subrecipient"), with an address of 601 Jackson Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Jubilee Center's Investing in Children Program" and will be awarded $20,000.00 in Community Development Block Grant (CDBG) funds to provide educational support, nutritional meals, health and wellness activities and recreational activities to low and moderate income youth. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient intends to provide three core areas of service for low-income young people, ages 6 through 13 at the Jubilee Center in Hoboken: 1) Academic Support Services; 2) Health, Wellness and Fitness Activities; and 3) Arts and Positive Recreational Services.

3. General Administration

Funding will support three lead program staff for after school and summer camp instructions for young people ages 6 years through 13 years at the Jubilee Center program site in Hoboken.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05D Youth Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The proposed objective of this project is to create a suitable living environment by expansion of educational, recreational, and wellness programs offered to youth from low and moderate income families throughout the year. The proposed outcome of the project is that l00 unduplicated low and moderate income youth will have access to these programs. The performance measurement used for the success of the project is the number of non-duplicated low and moderate income youth utilizing the programs offered at the Jubilee Center.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 123 Jefferson Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:05D Youth Services

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

Amount Funded: $20,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Personnel Costs		
Grendaly Lopez	$10,000	$10,000
Johnny Dyer	$10,000	$10,000
Diamond Rodriguez	$10,000	
Total Uses	$30,000	$20,000
Sources		
City of Hoboken CDBG	$20,000	
City of Hoboken City Match	$10,000	
Total Sources	$30,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $20,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice

delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken	Subrecipient
Quentin Wiest Business Administrator of Grantee 94 Washington Street Hoboken, NJ 07030 201-420-2059 qwiest@hobokennj.gov	David Shehigian Subrecipient 601 Jackson Street Hoboken NJ, 07030 (201) 792-0340 x15 dshehigian@jubileecenterhoboken.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the

Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

   The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

   Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

   The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all

applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. <u>Notifications</u>

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken	All Saints Community Service & Development Corporation
By_____	By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER	
	Title_____
Attest_____	
CITY CLERK	
Countersigned_____	By_____
FINANCE OFFICER	Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1) Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2) Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3) Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4) The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5) Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6) All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **ALL SAINTS COMMUNITY SERVICE AND DEVELOPMENT CORPORATION – JUBILEE CENTER'S INVESTING IN CHILDREN PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

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

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH MILE SQUARE EARLY LEARNING CENTER

Whereas, the Board of Directors of Mile Square Early Learning Center located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Infant Program" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $30,139.70 out of available City of Hoboken Community Development Block Grant funds and $10,000.00 out of available City of Hoboken Miscellaneous Program Income funds for Mile Square Early Learning Center to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Mile Square Early Learning Center, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development | **Approved as to form:**

_____ | _____

Brandy A Forbes, Director | **Mellissa Longo, Corporation Counsel**

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

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
MILE SQUARE EARLY LEARNING CENTER
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Mile Square Early Learning Center (herein called the "Subrecipient"), with an address of 301 Garden Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Infant Program" and will be awarded $30,139.70 in Community Development Block Grant (CDBG) funds to provide day care services to children from low and moderate income families. The subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is will provide day care services and early childhood education to 62 infants and toddlers up to 3 years from low income families in need of day care services.

3. General Administration

CDBG Funding will cover a portion of staff salary for two (2) Infant Teachers currently on staff.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of

slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05L Child Care Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will serve up to 62 children from unduplicated low and moderate income households over the course of this 12-month Agreement.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 301 Garden Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 05L Child Care Services

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

Amount Funded: $30,139.70

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Personnel Costs		
Antonia Mendez	$28,215.00	$15,069.85
Rosa Pagan	$27,846.00	$15,069.85
Total Uses	$56,061.00	$30,139.70
Sources		
City of Hoboken CDBG	$30,139.70	
City of Hoboken Match	$10,000.00	
Total Sources	$40,139.70	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $30,139.70. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

Graciela Garcia
Subrecipient
301 Garden Street
Hoboken NJ, 07030
(201) 683-6800
ggarcia@mselc1979.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage,** and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30

days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337,** and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable

Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient

certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. <u>Notifications</u>

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. <u>Subcontracts</u>

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants,

and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken	Mile Square Early Learning Center
By_____	By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER	
	Title_____
Attest_____	
CITY CLERK	
Countersigned_____	By_____
FINANCE OFFICER	Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **MILE SQUARE EARLY LEARNING CENTER – INFANT PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

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

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH HOPES COMMUNITY ACTION PARTNERSHIP INC.

Whereas, the Board of Directors of the HOPES Community Action Partnership Inc. located at 301 Garden Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "HOPES Early Childhood Program" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $30,000.00 out of available City of Hoboken Community Development Block Grant funds and $20,000.00 out of available City of Hoboken Miscellaneous Program Income funds for HOPES Community Action Partnership Inc. to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and HOPES Community Action Partnership Inc., and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development | **Approved as to form:**

_____ | _____

Brandy A Forbes, Director | **Mellissa Longo, Corporation Counsel**

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

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOPES COMMUNITY ACTION PARTNERSHIP INCORPORATED
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and HOPES Community Action Partnership Incorporated (herein called the "Subrecipient"), with an address of 301 Garden Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "HOPES Early Childhood Program" and will be awarded $30,000.00 in Community Development Block Grant (CDBG) funds to provide early childhood services to children from low and moderate income families. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to work towards achieving goals for children that would help improve their school success beyond the years the child is enrolled in HOPES in its Birth to Five Program in Hoboken. The program proposes to serve 34 children age's birth through 3 years and 157 children ages 3 years to 5 years that reside in Hoboken.

3. General Administration

CDBG Funding will cover the costs of utility expenses, including electric, HVAC, water, and gas.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05L Child Care Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will provide child care services to 189 children through Early Head Start and Head Start programs, including 34 children ages birth to 3 years in Early Head Start and 157 children ages 3 years to 5 years in Head Start. The Performance Measurement used to measure project success will be the number of non-duplicated children from low and moderate income families utilizing the available public services.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 301 Garden Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 05L Child Care Services

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

Amount Funded: $30,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Operating Costs		
Office Supplies	$53,617	
Equipment Rental and Purchase	$29,165	
Phone	$95,168	
Fuel/Electric	$128,073	$30,000
Rent	$217,253	
Total Uses	$523,276	$30,000
Sources		
City of Hoboken CDBG	$30,000	
City of Hoboken City Match	$20,000	
Total Sources	$50,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $30,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any

notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Simona Ovanezian
Subrecipient
301 Garden Street
Hoboken NJ, 07030
(201) 656-3711 Ext. 1014
sovanezian@hopes.org

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the

Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage,** and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337,** and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

~~2.~~3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

~~3.~~4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

   The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

   Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

   The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits

discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Section 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. <u>Notifications</u>

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with

2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

HOPES Community Action Partnership Incorporated

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **HOPES COMMUNITY ACTION PARTNERSHIP INCORPORATED – EARLY CHILDHOOD PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

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

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH BOYS & GIRLS CLUB OF HUDSON COUNTY (HOBOKEN UNIT)

Whereas, the Board of Directors of the Boys & Girls Club of Hudson County (Hoboken Unit), located at 123 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Triple Play Healthy Habits" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $5,000.00 out of available City of Hoboken Community Development Block Grant funds for the Boys and Girls Clubs of Hudson County (Hoboken Unit) to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and the Boys & Girls Clubs of Hudson County (Hoboken Unit), and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development | **Approved as to form:**

_____ | _____

Brandy A Forbes, Director | **Mellissa Longo, Corporation Counsel**

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

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
BOYS & GIRLS CLUBS OF HUDSON COUNTY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Boys & Girls Clubs of Hudson County (herein called the "Subrecipient"), with an address of 123 Jefferson Street, Hoboken, NJ 07030.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Triple Play Healthy Habits" and will be awarded $5,000.00 in Community Development Block Grant (CDBG) funds to provide nutritional and education services to low and moderate income youth. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to support Triple Play Healthy Habits, which provides hot meals through the Community Food Bank of New Jersey each day throughout the school year. During summer months, breakfast, lunch and snack are served each camp day.

3. **General Administration**

The Subrecipient will pay a portion of Food Preparer salary with CDBG funding. The Food Preparer is responsible for preparing and serving meals and meeting all health and safety standards.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05D Youth Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to food services, nutritional information, and physical activities to 100 unduplicated low and moderate income youth over the course of this 12-month Agreement, with the goal of creating long-term healthy lifestyles. The performance measurement used for the success of the project is the number of youth utilizing the program offered at the Boys and Girls Club of Hoboken.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 123 Jefferson Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:05D Youth Services

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

Amount Funded: $5,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Personnel Costs		
Eleanor Fresse	$17,000	$5,000
Total Uses	$17,000	$5,000
Sources		
City of Hoboken CDBG	$5,000	
Total Sources	$5,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $5,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken	Subrecipient
Quentin Wiest Business Administrator of Grantee 94 Washington Street Hoboken, NJ 07030 201-420-2059 qwiest@hobokennj.gov	Gary Greenberg Subrecipient 225 Morris Boulevard Jersey City, NJ, 07302 (201) 333-4100 x302 ggreenberg@bgchc.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the

reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

~~2.~~3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

~~3.~~4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the

withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9 . RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR

570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient

certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. <u>Notifications</u>

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. <u>Subcontracts</u>

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants,

and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken	Boys & Girls Clubs of Hudson County
By_____	By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER	
	Title_____
Attest_____	
CITY CLERK	
Countersigned_____	By_____
FINANCE OFFICER	Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **BOYS AND GIRLS CLUBS OF HUDSON COUNTY – TRIPLE PLAY HEALTHY HABITS PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

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

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPIENT CDBG GRANT FUNDING AGREEMENT WITH BOYS & GIRLS CLUB OF HUDSON COUNTY (HOBOKEN UNIT)

Whereas, the Board of Directors of the Boys & Girls Club of Hudson County (Hoboken Unit), located at 123 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Rising STAR's" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $10,000 out of available City of Hoboken Community Development Block Grant funds for the Boys and Girls Clubs of Hudson County (Hoboken Unit) to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and the Boys & Girls Clubs of Hudson County (Hoboken Unit), and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development | **Approved as to form:**

_____ | _____

Brandy A Forbes, Director | **Mellissa Longo, Corporation Counsel**

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

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
BOYS & GIRLS CLUBS OF HUDSON COUNTY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Boys & Girls Clubs of Hudson County (herein called the "Subrecipient"), with an address of 225 Morris Boulevard, Jersey City, NJ 07302.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Rising STAR's" and will be awarded $10,000.00 in Community Development Block Grant (CDBG) funds to provide educational services to low and moderate income youth. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

2. Program Delivery

The Subrecipient is receiving funding to support Rising STAR's (Science, Technology, Art and Reading), an afterschool and summer program for sixty (60) kindergarten through 3rd grade students. It is a literacy focused model of reading, interactive projects, art, drama, physical fitness, technology activities, hands-on science experiments, and more to engage students in new and different ways.

3. General Administration

The Subrecipient is proposing hiring a Lead Teacher for the Rising STAR's program to improve the quality and delivery of services to kindergarten through third grade members. In order to provide appropriate literacy and STEM curricula, a certified teacher with Lead Teacher experience

is imperative. The Rising STAR's Lead Teacher position will be filled through a rigorous selection process upon grant approval. 100% of the position's hours will be dedicated to the Rising STAR's program. Funding will cover staff salary, including benefits.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05D Youth Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide educational services, both in after-school and summer camp settings, to 60 low and moderate income children over the course of this 12-month Agreement. The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income children receiving increased levels of service.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 123 Jefferson Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:05D Youth Services

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

Amount Funded: $10,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	**Total Budget**	**CDBG Budget**
Uses		
Personnel Costs		
Lead Teacher (to be hired)	$31,460	$10,000
Total Uses	$31,460	$10,000
Sources		
City of Hoboken CDBG	$10,000	
Total Sources	$10,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $10,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken	Subrecipient
Quentin Wiest Business Administrator of Grantee 94 Washington Street Hoboken, NJ 07030 201-420-2059 qwiest@hobokennj.gov	Gary Greenberg Subrecipient 225 Morris Boulevard Jersey City, NJ, 07302 (201) 333-4100 x302 ggreenberg@bgchc.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

~~2.~~3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

~~3.~~4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

   The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

   Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

   The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all

applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. <u>Notifications</u>

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright
If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken	Boys & Girls Clubs of Hudson County
By_____	By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER	
	Title_____
Attest_____	
CITY CLERK	
Countersigned_____	By_____
FINANCE OFFICER	Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **BOYS AND GIRLS CLUBS OF HUDSON COUNTY – RISING STAR'S (SCIENCE, TECHNOLOGY, ART AND READING) PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

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

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPEINT CDBG GRANT FUNDING AGREEMENT WITH BOYS & GIRLS CLUB OF HUDSON COUNTY (HOBOKEN UNIT)

Whereas, the Board of Directors of the Boys & Girls Club of Hudson County (Hoboken Unit), located at 123 Jefferson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Hoboken Boys and Girls Club Rehab" project within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $15,900.00 out of available City of Hoboken Community Development Block Grant funds for the Boys and Girls Clubs of Hudson County (Hoboken Unit) to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and the Boys & Girls Clubs of Hudson County (Hoboken Unit), and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development | **Approved as to form:**

_____ | _____

Brandy A Forbes, Director | **Mellissa Longo, Corporation Counsel**

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

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
BOYS AND GIRLS CLUBS OF HUDSON COUNTY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Boys and Girls Clubs of Hudson County (herein called the "Subrecipient"), with an address of 225 Morris Boulevard, Jersey City, NJ 07302

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement:

The Subrecipient will be responsible for the administration of a project entitled "Hoboken Boys and Girls Club Rehab" and will be awarded $15,900.00 in Community Development Block Grant (CDBG) funds to provide capital improvements to provide for the safety of children and to meet NJ Childcare Regulations at the facilities located at 123 Jefferson Street in Hoboken, NJ 07030. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such project will include the following activities eligible under the CDBG program:

2. Program Delivery:

Boys and Girls Clubs of Hudson County: Funding provided for improvements to the facility will include the following:

a. Rebuilding the existing stair railing to extend to 5' high
b. Painting the entire emergency exit

3. General Administration:

A portion of the CDBG project construction budget will be used for architectural/engineering fees both during pre-construction and construction phases.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 03D Youth Centers requirements as stated in 24 CFR 570.201(c).

C. Levels of Accomplishment – Goals and Performance Measures

The purpose of this project is to provide critical improvements to the existing facility at 123 Jefferson Street, Hoboken, NJ 07030 to provide for the safety of 356 unduplicated low and moderate income children over the course of this 12-month Agreement. The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income children with improved service.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Facilities

Project Location: 123 Jefferson Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:03D Youth Centers

Eligibility Citation: 24 CFR 570.201(c): Public Facilities and Improvements

Amount Funded: $15,900.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Construction Costs		
Rebuilding the existing stair railing to extend to 5' high	$8,400	$8,400
Painting the entire emergency exit	$7,500	$7,500
Total Uses	$15,900	$15,900
Sources		
City of Hoboken CDBG	$15,900	
Total Sources	$15,900	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $15,900. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any

notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken	Subrecipient
Quentin Wiest Business Administrator of Grantee 94 Washington Street Hoboken, NJ 07030 201-420-2059 qwiest@hobokennj.gov	Gary Greenberg Subrecipient 225 Morris Boulevard Hoboken NJ, 07302 (201) 333-4100 ggreenberg@bgchc.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the

Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage,** and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337,** and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

   The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

   Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

   The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits

discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. <u>Notifications</u>

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with

2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken	Boys & Girls Clubs of Hudson County
By_____	By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER	
	Title_____
Attest_____	
CITY CLERK	
Countersigned_____	By_____
FINANCE OFFICER	Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
CONSTRUCTION DOCUMENT CHECKLIST: REQURED SUPPORTING DOCUMENTAION FOR VOUCHER SUBMISSION

Project Name and Number: _____

Project Date: _____

_____ Copy of Plans and Specifications

_____ Copy of Bid Package

_____ Copy of Bid Notice or Advertisement

_____ Copy of List of Bidders & Amount of Bids

_____ Copy of David-Bacon General Wage Rates or Prevailing Wage Rates (effective date is bid opening)

_____ Copy of Contractors' Contract

_____ Copy of List of Subcontractors

_____ Copy of Pre-construction Meeting Minutes

_____ Copy of Insurance

_____ Copy of all Bonds

_____ Copy of all Permits (if applicable)

_____ Copy of all AIA Forms

_____ Copy of Certified Payroll

_____ Copy of Subcontractors' Certified Payroll (if applicable)

_____ Contractor Certification (re: debarment)

General Contractor's Federal ID#:_____

Architect/Engineer's Federal ID#:_____

Contract Amount: _____

All Sub-Contractors with contracts of $10,000 of more must also provide Federal ID#'s

Sub-Contractor	**Federal ID#**	**Contract Amount**

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **BOYS AND GIRLS CLUBS OF HUDSON COUNTY – HOBOKEN BOYS AND GIRLS CLUB REHAB**

5. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CDBG SUBRECIPIENT FUNDING AGREEMENT WITH COMMUNITIES OF FAITH FOR HOUSING D/B/A "HOBOKEN SHELTER"

Whereas, the Board of Directors of the Communities of Faith for Housing d/b/a "Hoboken Shelter" located at 300 Bloomfield Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Permanent Supportive Housing Program" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $3,391.70 out of available City of Hoboken Community Development Block Grant funds for Hoboken Shelter to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hoboken Shelter, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development | **Approved as to form:**

_____ | _____

Brandy A Forbes, Director | **Mellissa Longo, Corporation Counsel**

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
COMMUNITIES OF FAITH FOR HOUSING, INC. D/B/A "HOBOKEN SHELTER"
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Communities of Faith for Housing, Inc. d/b/a Hoboken Shelter (herein called the "Subrecipient"), with an address of 124 Grand Street, Hoboken, NJ 07030.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Permanent Supportive Housing Program" and will be awarded $3,391.70 in Community Development Block Grant funds (CDBG) to provide housing support services to homeless persons within the City of Hoboken. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to service 22 homeless individuals through intensive case management and housing support services.

3. General Administration

The entire CDBG project budget will be used for towards bus tickets for program participants to attend vocational, educational, medical/mental health services as required to maintain their housing.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of

slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05M Health Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will provide service to 22 unduplicated, homeless individuals over the course of this 12 month agreement. The Performance Measurement used to measure project success will be the number of non-duplicated homeless persons utilizing the available public services.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 300 Bloomfield Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:03T Operating Costs Homeless/AIDS Patients

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $3,391.70

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period

during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Operating Costs		
Travel for Clients	$3,600.00	$3,391.70
Total Uses	$3,600.00	$3,391.70
Sources		
City of Hoboken CDBG	$3,391.70	
Total Sources	$3,391.70	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $3,391.70. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

Jaclyn Cherubini
Subrecipient
300 Bloomfield Street
Hoboken, NJ, 07030
(201) 656-5069
jaclyn.cherubini@hobokenshelter.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30

days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 11 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. <u>Notifications</u>

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. <u>Subcontracts</u>

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided

it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject

to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright
If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms,

treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____
CITY CLERK

Countersigned_____
FINANCE OFFICER

Communities of Faith for Housing, Inc. d/b/a Hoboken Shelter

By_____

Title_____

By_____
Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____
CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____
CONTRACT COMPLIANT SUPERVISOR

_____
ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **COMMUNITIES OF FAITH FOR HOUSING, INC. D/B/A "HOBOKEN SHELTER" – PERMANENT SUPPORTIVE HOUSING PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH COMMUNITIES OF FAITH FOR HOUSING D/B/A "HOBOKEN SHELTER"

Whereas, the Board of Directors of the Communities of Faith for Housing d/b/a "Hoboken Shelter" located at 300 Bloomfield Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Hoboken Shelter Capital Improvements" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $332,674.60 out of available City of Hoboken Community Development Block Grant funds for Hoboken Shelter for public facilities and improvements within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hoboken Shelter, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development **Approved as to form:**

_____ _____

Brandy A Forbes, Director **Mellissa Longo, Corporation Counsel**

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
COMMUNITIES OF FAITH FOR HOUSING, INC. D/B/A "HOBOKEN SHELTER"
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Communities of Faith for Housing, Inc. d/b/a "Hoboken Shelter" (herein called the "Subrecipient"), with an address of 300 Bloomfield Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Hoboken Shelter Capital Improvements" and will be awarded $332,674.60 in Community Development Block Grant funds (CDBG) to provide capital improvements to a facility serving homeless persons within the City of Hoboken. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

Funding is provided for improvements to the Hoboken Shelter, the only homeless shelter in Hoboken. The facility shelters 50 people per night, serves 500 meals per day and provides 1,000 showers weekly to the homeless community in Hoboken. Improvements to the shelter will be as follows:

a. Rebuilding and renovating the showers and bathrooms in the facility for use by Shelter guests and the homeless community.

b. Rebuilding and an expansion of the HVAC system in the main room of the Shelter, which is used for serving meals, drop-in services, afternoon and weekend skills-building workshops, daily shower program, and used nightly as a sleeping quarters.

c. Replacing the current kitchen exhaust fan system with one rated for our usage and installed to current building codes.

d. Resurfacing the floors in the case management and locker areas of the Shelter.

e. Upgrading the and repairing the sewerage and drainage system of the Shelter building.

f. Rebuilding window frames to enhance energy efficiency with window sealing and weather-proofing.

g. Install a water sprinkler fire suppression system in the Shelter.

h. Install an emergency generator in the bell tower of the Shelter.

3. General Administration

A portion of the CDBG project construction budget will be used for architectural/engineering fees both during pre-construction and construction phases.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 03C Homeless Facilities requirements as stated in 24 CFR 570.201(c).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient shelters 50 people nightly, with room for added capacity after proposed improvements. The performance measurement used for the success of the project is the unduplicated number of homeless persons utilizing with improved services at the Hoboken Shelter.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Facilities

Project Location: 300 Bloomfield Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 03C Homeless Facilities

Eligibility Citation: 24 CFR 570.201(c): Public Facilities and Improvements

Amount Funded: $332,674.60

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Construction Costs		
Showers and Bathrooms	$75,000	$75,000
HVAC System	$20,000	$10,000
Kitchen Exhaust Fan System	$5,000	$5,000
Floor Resurfacing	$10,000	$10,000
Sewer and Drainage System	$25,000	$25,000
Window Frames	$65,000	$65,000
Water Sprinkler Fire Suppression	$75,000	$75,000
Emergency Generator	$100,000	$67,674.60

Total Uses	$375,000	$332,674.60
Sources		
City of Hoboken CDBG	$332,674.60	
Other (specify) Organizational Fundraising	$42,325.40	
Total Sources	$375,000.00	

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $332,674.60. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>City of Hoboken</u>

<u>Quentin Wiest</u>
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

<u>Subrecipient</u>

<u>Jaclyn Cherubini</u>
Subrecipient
300 Bloomfield Street
Hoboken NJ, 07030
(201) 656-5069
jaclyn.cherubini@hobokenshelter.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage,** and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337,** and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion

of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this

contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to

participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. <u>"Section 3" Clause</u>

a. <u>Compliance</u>

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of

> the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds

applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

Communities of Faith for Housing, Inc. d/b/a "Hoboken Shelter"

By_____ By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Title_____

Attest_____
CITY CLERK

Countersigned_____ By_____
FINANCE OFFICER Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____
CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____
CONTRACT COMPLIANT SUPERVISOR

_____
ASSISTANT CITY ATTORNEY

ATTACHMENT A
CONSTRUCTION DOCUMENT CHECKLIST: REQURED SUPPORTING DOCUMENTAION FOR VOUCHER SUBMISSION

Project Name and Number: _____

Project Date: _____

_____ Copy of Plans and Specifications

_____ Copy of Bid Package

_____ Copy of Bid Notice or Advertisement

_____ Copy of List of Bidders & Amount of Bids

_____ Copy of David-Bacon General Wage Rates or Prevailing Wage Rates (effective date is bid opening)

_____ Copy of Contractors' Contract

_____ Copy of List of Subcontractors

_____ Copy of Pre-construction Meeting Minutes

_____ Copy of Insurance

_____ Copy of all Bonds

_____ Copy of all Permits (if applicable)

_____ Copy of all AIA Forms

_____ Copy of Certified Payroll

_____ Copy of Subcontractors' Certified Payroll (if applicable)

_____ Contractor Certification (re: debarment)

General Contractor's Federal ID#:_____

Architect/Engineer's Federal ID#:_____

Contract Amount: _____

All Sub-Contractors with contracts of $10,000 of more must also provide Federal ID#'s

Sub-Contractor	**Federal ID#**	**Contract Amount**

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **COMMUNITIES OF FAITH FOR HOUSING, INC. D/B/A "HOBOKEN SHELTER – HOBOKEN SHELTER CAPITAL IMPROVEMENTS**

5. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH HUDSON COUNTY CANCER COALITION

Whereas, the Board of Directors of Hudson County Cancer Coalition located at 124 Grand Street, 1st Floor, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Hudson County Cancer Screening Project for the Under Insured and Uninsured Working Men & Women" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $5,000.00 out of available City of Hoboken Community Development Block Grant funds for Hudson County Cancer Coalition to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hudson County Cancer Coalition, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development | **Approved as to form:**

_____ | _____

Brandy A Forbes, Director | **Mellissa Longo, Corporation Counsel**

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HUDSON COUNTY CANCER COALITION
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Hudson County Cancer Coalition (herein called the "Subrecipient"), with an address of 124 Grand Street, 1st Floor, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Hudson County Cancer Screening Project for the Under Insured & Uninsured Working Men & Women" and will be awarded $5,000.00 in Community Development Block Grant (CDBG) funds to provide health care services to low and moderate income persons. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient intends to cancer screen between 180 and 200 individuals who may or may not get screened otherwise. Any funds received from Hoboken's CDBG grant request will be used to educate & screen only Hoboken residents.

3. General Administration

All cancer screening patients are incorporated into the daily clinic activities, therefore only the existing personnel are utilized. Because of this, there are no personnel costs assigned to this project. All education is done through outreach and the Chronic Disease Self-Management Project which is being conducted by individuals who are currently on staff or currently do the outreach and education. This project will be incorporated into their current activities.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05M Health Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will provide health care services to 180 to 200 low and moderate income individuals. The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income individuals receiving an increased level of service.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 124 Grand Street, 1st Floor, Hoboken, NJ 07030

Service Area: N/A

Matrix Code:05M Health Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $5,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	**Total Budget**	**CDBG Budget**
Uses		
Operating Costs		
Actual Screening	$46,000	$1,500
Cancer Education & Outreach	$4,000	$3,500
Total Uses	$50,000	$5,000
Sources		
City of Hoboken CDBG	$5,000	
Total Sources	$5,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $5,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Joyce Adams
Subrecipient
124 Grand Street, 1st Floor
Hoboken NJ, 07030
(201) 774-5701
i.j.adams@att.net

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

~~2.~~3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

~~3.~~4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

   The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

   Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

   The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits

discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. <u>Notifications</u>

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with

2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken	Hudson County Cancer Coalition
By_____	By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER	
	Title_____
Attest_____	
CITY CLERK	
Countersigned_____	By_____
FINANCE OFFICER	Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **HUDSON COUNTY CANCER COALITION – HUDSON COUNTY CANCER SCREENING PROJECT FOR THE UNDER INSURED & UNINSURED WORKING MEN & WOMEN PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPIENT CDBG GRANT AGREEMENT WITH HOBOKEN DAY CARE 100

Whereas, the Board of Directors of Hoboken Day Care 100 located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Hoboken Day Care 100" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $15,000.00 out of available City of Hoboken Community Development Block Grant funds and $13,000.00 out of available City of Hoboken Miscellaneous Program Income funds for Hoboken Day Care 100 to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hoboken Day Care 100, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development **Approved as to form:**

_____ _____

Brandy A Forbes, Director **Mellissa Longo, Corporation Counsel**

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOBOKEN DAY CARE 100
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Hoboken Day Care 100 (herein called the "Subrecipient"), with an address of 124 Grand Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Hoboken Day Care 100" and will be awarded $15,000.00 in Community Development Block Grant (CDBG) funds to provide day care services to low and moderate income families. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient will provide child care to low and moderate income families. The Subrecipient will also provide child care at very low rates to families that are not eligible for subsidized child care however cannot afford to pay child care rates in Hoboken.

3. **General Administration**

CDBG Funding will cover a portion of staff salary for both an Eligibility Specialist/Administrator and an Assistant Teacher.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05L Child Care Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will serve up to 50 children from unduplicated low and moderate income households over the course of this 12-month Agreement. The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income children receiving increased levels of service.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 124 Grand Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 05L Child Care Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $15,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	**Total Budget**	**CDBG Budget**
Uses		
Personnel Costs		
Theresa Buzzelli	$25,486.50	$7,500
Jenna Dale	$17,750	$7,500
Operating Costs		
Accountant	$9,000	
Auditors	$11,500	
Class room supplies	$5,000	
Food	$30,000	
Permits/Inspections/Licensing	$1,000	
Insurances	$18,000	
Internet	$3,000	
Maintenance building & repairs	$1,637	
Office Supplies	$500	
Payroll	$338,000	
Phone	$1,500	
Total Uses	$462,373.50	$15,000
Sources		
City of Hoboken CDBG	$15,000	
City of Hoboken City Match	$13,000	
Total Sources	$28,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $15,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Judy Messina
Subrecipient
124 Grand Street
Hoboken NJ, 07030
(201) 792-4666
hdc100@optonline.net

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all

Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage,** and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337,** and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

~~2.~~3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

~~3.~~4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the

terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the

Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program

assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided

by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract,

the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other

requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken	Hoboken Day Care 100
By_____	By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER	
	Title_____
Attest_____	
CITY CLERK	
Countersigned_____	By_____
FINANCE OFFICER	Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **HOBOKEN DAY CARE 100 – HOBOKEN DAY CARE 100 PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPIENT CDBG GRANT AGREEMENT WITH HOBOKEN FAMILY PLANNING, INC.

Whereas, the Board of Directors of Hoboken Family Planning, Inc. located at 124 Grand Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Family Planning Services for City of Hoboken" program within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $20,000.00 out of available City of Hoboken Community Development Block Grant funds for Hoboken Family Planning, Inc. to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hoboken Family Planning, Inc., and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development

_____

Brandy A Forbes, Director

Approved as to form:

_____

Mellissa Longo, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOBOKEN FAMILY PLANNING, INC.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Hoboken Family Planning, Inc. (herein called the "Subrecipient"), with an address of 124 Grand Street, Hoboken, NJ 07030.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Family Planning Services for Residents of Hoboken" and will be awarded $20,000.00 in Community Development Block (CDBG) funds to provide family planning services, health care services and counseling to low and moderate income families. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to serve 108 low and moderate income, City of Hoboken residents with family planning services, health care services and counseling services.

3. General Administration

The entire CDBG project budget will be used for the personnel expenses for an administrative assistant and a medical aide.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05M Health Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will serve 108 unduplicated, low and moderate income clients over the course of this 12 month agreement. The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income persons utilizing the available public services.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 124 Grand Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:05M Health Services

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $20,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	**Total Budget**	**CDBG Budget**
Uses		
Personnel Costs		
Brenda Garcia	$23,205	$10,000
Doris Rivera	$32,159	$10,000
Total Uses	$55,364	$20,000
Sources		
City of Hoboken CDBG	$20,000	
Total Sources	$20,000	

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $20,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken	Subrecipient
Quentin Wiest Business Administrator of Grantee 94 Washington Street Hoboken, NJ 07030 201-420-2059 qwiest@hobokennj.gov	Richard Ward Subrecipient 124 Grand Street Hoboken, NJ, 07030 (201) 963-0300 Rgward1@aol.com

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion

to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

~~2.~~3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

~~3.~~4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the

withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR

570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient

certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. <u>Notifications</u>

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. <u>Subcontracts</u>

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants,

and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken	Hoboken Family Planning, Inc.
By_____	By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER	
	Title_____
Attest_____	
CITY CLERK	
Countersigned_____	By_____
FINANCE OFFICER	Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **HOBOKEN FAMILY PLANNING, INC. – FAMILY PLANNING SERVICES FOR RESIDENTS OF HOBOKEN**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CDBG SUBRECIPIENT FUNDING AGREEMENT WITH THE WATERFRONT PROJECT, INC.

Whereas, the Board of Directors of The Waterfront Project, Inc. located at 404 Hudson Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Tenancy Advocacy Program" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $10,000.00 out of available City of Hoboken Community Development Block Grant funds and $5,000.00 out of available City of Hoboken Miscellaneous Program Income funds for The Waterfront Project, Inc. to operate said program within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and The Waterfront Project, Inc., and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development | **Approved as to form:**

_____ | _____

Brandy A Forbes, Director | **Mellissa Longo, Corporation Counsel**

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
THE WATERFRONT PROJECT, INC.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and The Waterfront Project, Inc. (herein called the "Subrecipient"), with an address of 404 Hudson Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Tenancy Advocacy Program" that will be awarded $10,000.00 in Community Development Block Grant (CDBG) funds to provide tenant advocacy services to low and moderate income persons within the City of Hoboken. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to formalize a Tenancy Advocacy Program within its operations to service local low-income tenants facing eviction, harassment by landlord, and other unfair and illegal treatment.

3. General Administration

The Subrecipient will staff an in-house attorney dedicated to handling all landlord-tenant matters. The attorney would dedicate his/her time to local community outreach to inform the general public of Subrecipient services, conduct client intakes, provide direct legal representation and procure assistance by pro bono attorneys to assist the program meet its mission.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05K Tenant/Landlord Counseling requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to meet and service approximately 15 low and moderate individuals per month for a potential of 180 low-moderate individuals per year. The Subrecipient will measure its success by confirming individuals consulted on a monthly basis, number of legal matters opened and followed through, and number of general advice consultations offered.

The Performance Measurement used to measure project success will be the number of non-duplicated low and moderate income individuals receiving increased levels of service.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 404 Hudson Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 05K Tenant Landlord Counseling

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: $10,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	**Total Budget**	**CDBG Budget**
Uses		
Personnel Costs		
Legal Director of Tenancy Advocacy (to be hired)	$55,000	$10,000
Administrative Assistance to the Tenancy Advocacy Program	$20,000	
Operational Costs		
Office supplies	$2,400	
Equipment Rental and Purchase	$3,000	
Phone	$1,200	
Copying/Printing	$1,200	
Fuel/Electric	$2,400	
Rent	$5,000	
Other:	$2,000	
Total Uses	$92,200	$10,000
Total Sources		
City of Hoboken CDBG	$10,000	
City of Hoboken City Match	$5,000	
Total Sources	$15,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $10,000. Drawdowns for the payment of eligible expenses shall be

made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

w/cc to:
Office of Corporation Counsel

Subrecipient

Elizabeth F. Caraballo, Esq.
Subrecipient
404 Hudson Street
Hoboken NJ, 07030
(201) 308-3986
director@thewaterfrontproject.org

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials,

equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment).

Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce

such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract,

the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken	The Waterfront Project, Inc.
By_____	By_____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER	
	Title_____
Attest_____	
CITY CLERK	
Countersigned_____	By_____
FINANCE OFFICER	Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.

2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:

   a. Copy of payroll register
   b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.

4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.

5. Semi-Annual Reports (July 1-Decmber 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.

6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with quests of for requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **THE WATERFRONT PROJECT, INC. – TENANCY ADVOCACY PROGRAM**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUB RECIPIENT CDBG GRANT FUNDING AGREEMENT WITH HOUSING AUTHORITY OF THE CITY OF HOBOKEN

Whereas, the Board of Directors of the Housing Authority of the City of Hoboken located at 400 Harrison Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Fox Hill Gardens Elevator Replacements" within the City of Hoboken; and

Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of $380,000.00 out of available City of Hoboken Community Development Block Grant funds for the Housing Authority of the City of Hoboken for public facilities and improvements within the City of Hoboken; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, and

Be It Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and the Housing Authority of the City of Hoboken, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: October 7, 2015

Department of Community Development | **Approved as to form:**

_____ | _____

Brandy A Forbes, Director | **Mellissa Longo, Corporation Counsel**

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOUSING AUTHORITY FOR THE CITY OF HOBOKEN
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2015

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the "Grantee") and Housing Authority for the City of Hoboken (herein called the "Subrecipient"), with an address of 400 Harrison Street, Hoboken, NJ 07030

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee's funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled "Fox Hill Gardens Elevator Replacements" in Community Development Block Grant (CDBG) funds to provide for the modernization of two (2) elevators in an public housing apartment building that will benefit low and moderate income persons. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

Funding is provided to improve and modernize two (2) elevator units in the Fox Hill Gardens building, which consists of 10 floors and houses 250 seniors and disabled residents

3. General Administration

The Subrecipient will hire an engineer to design project specifications and manage the project. CDBG funding will not be used for architectural/engineering fees. CDBG funding will be used for the cost of construction and modernization.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Benefit of low- and moderate-income persons by low moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 03 Public Facilities and Improvements requirements as stated in 24 CFR 570.201(c).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient provides housing for 250 seniors and disabled residents. The performance measurement used for the success of the project is the unduplicated number of seniors and disabled residents utilizing with improved services at Fox Hill Gardens.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Facilities

Project Location: 311 13th Street, Hoboken, NJ 07030

Service Area: CT 0184.00

Matrix Code: 03 Public Facilities and Improvements

Eligibility Citation: 24 CFR 570.201(c): Public Facilities and Improvements

Amount Funded: $380,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2015 and end on June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

Budget Line Items	Total Budget	CDBG Budget
Uses		
Construction Costs		
Elevator Modernization (2 Units)	$380,000	$380,000
Total Uses	$380,000	$380,000
Sources		
City of Hoboken CDBG	$380,000	
Total Sources	$380,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $380,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the

individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken	Subrecipient
Quentin Wiest Business Administrator of Grantee 94 Washington Street Hoboken, NJ 07030 201-420-2059 qwiest@hobokennj.gov	Emil Kotherithara Subrecipient 400 Harrison Street Hoboken NJ, 07030 (201) 798-0370 emil.cfo@myhhanj.com

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage,** and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles.** These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337,** and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as

deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements **of 2 CFR Part 200.317-326** concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted

program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. <u>Notifications</u>

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with

2 CFR Part 200.317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

By_____

CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

Attest_____

CITY CLERK

Countersigned_____

FINANCE OFFICER

Housing Authority for the City of Hoboken

By_____

Title_____

By_____

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____

CONTRACT COMPLIANT SUPERVISOR

_____

ASSISTANT CITY ATTORNEY

ATTACHMENT A
CONSTRUCTION DOCUMENT CHECKLIST: REQURED SUPPORTING DOCUMENTATION FOR VOUCHER SUBMISSION

Project Name and Number: _____

Project Date: _____

_____ Copy of Plans and Specifications

_____ Copy of Bid Package

_____ Copy of Bid Notice or Advertisement

_____ Copy of List of Bidders & Amount of Bids

_____ Copy of David-Bacon General Wage Rates or Prevailing Wage Rates (effective date is bid opening)

_____ Copy of Contractors' Contract

_____ Copy of List of Subcontractors

_____ Copy of Pre-construction Meeting Minutes

_____ Copy of Insurance

_____ Copy of all Bonds

_____ Copy of all Permits (if applicable)

_____ Copy of all AIA Forms

_____ Copy of Certified Payroll

_____ Copy of Subcontractors' Certified Payroll (if applicable)

_____ Contractor Certification (re: debarment)

General Contractor's Federal ID#:_____

Architect/Engineer's Federal ID#:_____

Contract Amount: _____

All Sub-Contractors with contracts of $10,000 of more must also provide Federal ID#'s

Sub-Contractor	**Federal ID#**	**Contract Amount**

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;

2. Records establishing the location of the activity with CDBG funds, if applicable;

3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;

4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

    - **HOUSING AUTHORITY FOR THE CITY OF HOBOKEN – HOUSING AUTHORITY FOR THE CITY OF HOBOKEN**

5. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

    - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or

    - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or

    - Data showing the size and the annual income of the family of each person receiving the benefit.

    - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

Introduced by:_____
Seconded by:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO ABSOLUTE FIRE PROTECTION TO PURCHASE ONE (1) FIRE APPARATUS (E-ONE CYCLONE II) FOR HOBOKEN FIRE DEPARTMENT IN ACCORDANCE WITH HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING CONTRACT # FS12-13 JA04 IN THE TOTAL AMOUNT NOT TO EXCEED $590,589.00

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Absolute Fire Protection has been approved for an H-GAC Cooperative Contract # FS12-13 JA04, which cooperative the City is a part of; and,

WHEREAS, the City requires one (1) fire apparatus (E-One Cyclone II) for Hoboken Fire Department (as described in the attached proposal, which shall become part of the contract); and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under H-GAC Cooperative Purchasing Contract # FS12-13 JA04 ; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $590,589.00 is available in the following appropriations: C-04-60-715-212 **in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in the H-GAC Cooperative Purchasing contract, for a total not to exceed amount of Five Hundred Ninety Thousand Dollars Five Hundred Eighty Nine and Zero Cents ($590,589.00), as follows:

1. The above recitals are incorporated herein as though fully set forth at length.

2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.

3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the above mentioned goods and/or services based upon the attached proposal, and the following information:

Absolute Fire Protection
P.O. Box 497
2800 Hamilton Boulevard
South Plainfield, NJ 07080-0497

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
ABSOLUTE FIRE PROTECTION COMPANY, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#
221-843-158/000

CONTRACTOR CERTIFICATION#
0064178

ADDRESS
2800 HAMILTON BLVD
SO PLAINFIELD NJ 07080

ISSUANCE DATE:
09/13/01

EFFECTIVE DATE:
04/01/68

Patricia A. Chiacchis
Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Absolute Fire Protection Company, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2800 Hamilton Boulevard

Requester's name and address (optional)
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

City, state, and ZIP code
South Plainfield, New Jersey 07080

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
2 2 - 1 8 4 3 1 5 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 9/22/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Absolute Fire Protection - E-One

Product Description: E-One Cyclone II, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.

Number of Units:One (1)

P.O. BOX 497
2800 HAMILTON BLVD
SO. PLAINFIELD, NJ 07080-0497

* The following details shall be provided with Purchase Order from End User to H-GAC for customized products:

A.	Base Bid Price as in Bid/Contract No.**FS12-13 JA04**	(per single unit)	$ 611,844.00
B.	Published Options added to Base Bid.....(per single unit).....		$ 41,070.00
C.	..... PER UNIT SUB TOTAL:		$ 652,914.00

Change Order Provisions (if appliable):

D.	Dollar value of Unpublished Options added to base bid price per unit.....	$ 53,826.00	
E.	Dollar value of Contract Items per unit deleted from Base Bid total.....	$ (73,151.00)	
F.	PER UNIT CHANGE ORDER SUB TOTAL: (Change Order not to exceed 25% of "C") (Change order -3%)		$ (19,325.00)
G.	Order total without H-GAC fee forOne (1) units	SUB TOTAL:	$ 633,589.00
H.	H-GAC Administrative Fee (from Fee Schedules).....		$2,000.00
I.	Additional Discounts.....		$ (45,000.00)
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC		$ 590,589.00

K. COMMENTS AND NOTES: Returning Customer Discount applied

Fire Apparatus Quotation for:
HOBOKEN FIRE DEPT

Quotation Number: 63621 Rev: 34

Unit Description: AERM-CYC2-M110

Quote Description: Aerial Rear Mount, Cyclone II, Metro 110

Salesperson: CDUBOIS

Salescode	Extended Description	Qty
TESTING COMPLIANCE STANDARD		
1001-0015	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2009 edition.	1
BUMPERS		
1160-0000	Bumper 10" stainless steel.	1
1160-0011	4" Front Bumper Extension.	1
FRAME ASSEMBLY		
1250-0063	Frame - Torque box for single axle RM aerial.	1
AXLE OPTIONS		
1025-0005	Meritor FL-941 front axle 18,700 lb.	1
1025-0028	Koni shock absorbers for front axle - adjustable.	1
1025-0097	Meritor RS-30-185 single rear axle 33,000 lb. capacity. Requires 16.5" x 8.625" cast shoe brakes and 33K suspension.	1
SUSPENSIONS		
1070-0017	Reyco rear spring suspension w/aux 33K rating.	1
WHEEL OPTIONS		
1050-0000	Steel wheels for front axle (2).	1
1050-0002	Steel wheels for rear axle (4).	1
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1

TIRE OPTIONS		
1060-0017	Four Michelin 315 rear tires with XDN2 mud and snow tread.	1
1060-0047	Two Michelin 385 tires model XFE for front axle.	1
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1
BRAKE SYSTEMS		
1100-0001	Meritor EX225H 17" disc brakes for front axle.	1
1100-0005	Brake system air 4X2/4X4.	1
1100-0006	Parking brake release mounted on the driver's side lower dash.	1
1100-0036	16.5" x 8.625" P-Cast S-cam brakes for 27,000 - 33,000 Meritor axle.	1
AIR SYSTEM OPTIONS		
1110-0000-001	Inlet for air system. Location: driver door jamb.	1
1110-0002	Air dryer Bendix AD-9.	1
1110-0005	Automatic moisture ejectors, heated.	1
1110-0006	Air lines nylon.	1
1110-0041	Air horns Grover recessed in bumper (PR).	1
ENGINES & TRANSMISSIONS		
1200-0017	Push-button transmission shift selector.	1
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1
1200-0096	Electronic speed limiting set at 60 MPH.	1
1200-0236	Eng/Trans Cummins ISL 450HP/EVS3000 2013 EPA compliant engine.	1
SECONDARY BRAKING		
1125-0002	Jacobs engine compression brake.	1
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1
COOLING PACKAGE		
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010/2013 EPA engines. Includes coolant recovery system.	1
FUEL SYSTEMS		
1350-0004	Fuel system 50 gallon saddle tanks.	1
1350-0012-670	Fuel shut-off valve. Location: one (1) inlet side of OEM fuel filter.	1
FUEL SYSTEMS		
1350-0022	Fuel line hose rubber.	1

ALTERNATOR		
1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/275 amp NFPA.	1
BATTERIES		
1400-0032	Battery five group 31 1000 CCA (two left / three right). For use with below cab DEF tank only.	1
CHASSIS OPTIONS		
1680-0005	Thermatic fan clutch.	1
1680-0006	Drivelines 1710.	1
1680-0008	Tow eyes front painted below bumper/cab (PR).	1
1680-0012	Tow eyes rear frame painted.	1
1680-0051	Aerial hydraulic activation system.	1
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 EPA engines. Location: left side below rear of cab.	1
CAB MODEL		
1520-0071	Cyclone II X medium cab with 58" CA. For use with a lowered aerial. Requires full length 4.5" deep trough option.	1
CAB ROOF TYPE		
1615-0016	Cab roof to have a 4.5" deep x 44" wide trough for lowered aerial.	1
CAB BADGE PACKAGE		
1610-0000	Cab and body to have applicable E-ONE logos.	1
CAB DOOR OPTIONS		
1550-0003	Rear crew cab doors in the medium position.	1
1550-0006	Driver and officer cab door windows. Include rear fixed window.	1
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1
1550-0017	Cab door panels stainless steel.	1
1550-0025	All cab doors shall have "L" style exterior latches.	1
1550-0027	Front cab door windows to have manual actuation.	1
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1
CAB DOOR OPTIONS		
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1
1550-0133	Stainless steel trim on bottom edge of the over wheel cab compartment opening	1

	(ea).	
1550-0186-659	(4) TecNiq T440 4" LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1
MIRRORS		
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1
1670-0059	Retrac Mirror stainless steel 10" 3-arm convex above officer side cab brow, 3 piece adjustable telescoping arm. Head #604953, Arm assy#604671	1
MISC EXTERIOR CAB OPTIONS		
1550-0033	Windows cab side fixed officer's side.	1
1550-0035	No window on the driver side of the cab	1
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1
1675-0030	Mud flaps, front, black with E-ONE logo.	1
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1
1675-0202	Mounting plate for battery charger receptacle, indicator and air inlet (if applicable). Plate to be removable brushed stainless steel.	1
HVAC		
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1
1515-0048	Controls for heating and air conditioning shall be located in the driver side lower dash area. For use without front air bags only.	1
1685-0057	Heaters cab rear with covers (PR), and front heater with heat to the feet for the driver and officer.	1
SEATS		
1510-0003	Seats, Inc. brand 911 cab seats.	1
1510-0009	Seat color black.	1
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1
SEATS		
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1
1510-0038	Driver seat 911 air ride.	1
1510-0042	Officer seat to be 911 fixed SCBA.	1

1510-0053	Rear facing 911 seat with SCBA officer's side.	1
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1
1510-0234	Seat cover material Turnout Tuff.	1
1685-0032	Seating capacity tag of five occupants.	1
MEDICAL CABINETS		
1535-0002	Driver side cab wheel well medical cabinet approximately 42 x 22 (25 Quest) x 28. Includes external locking roll-up door and interior hinged door with locking push-button latch. Cabinet includes (2) adjustable shelves.	1
1535-0032	All medical cabinet RUD in the cab to be locking with 1250 key	1
1535-0033	All exterior access RUD for medical cabinets to have satin finish	1
1535-0202	Cab medical/storage cabinet(s) finish to be Zolatone gray. Includes interior/exterior of cabinet and shelves/trays if equipped.	1
MAP BOXES		
1540-0013	All map boxes in the cab to be painted Zolatone 20-64 gray.	1
1540-0051	Map box suspended with drop-down doors. 34"W x 9.50"H x 12"D.	1
MISC INTERIOR CAB OPTIONS		
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1
1685-0005	Lexan sun visors, driver and officer's side overhead.	1
1685-0008	Control lanyard Y type for air horns.	1
1685-0161	Severe duty dash package. Includes smooth plate alum center and officer side dash painted to match cab interior and lower dia plt kick panels.	1
1685-0187	Severe duty engine cover, molded polyurethane.	1
1685-0275-V33	Cup holder (PR). Polyurethane construction for use in Typhoon and CII with severe duty engine cover only. Location: Driver and officer side of engine cover slightly ahead of access door spaced approximately 20" apart (center to center).	1
CAB ELECTRICAL OPTIONS		
CAB ELECTRICAL OPTIONS		
1750-0021	Battery charger Kussmaul model 1200, 40 amp.	1
1750-0024-179-02	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Red cover.	1
1750-0030	Switch horn button two position DOT/electronic siren.	1
1750-0046-195	Cab Headlights. Position: lower.	1
1750-0062	Control push-button switch officer dash for siren.	1
1750-0066-172	Halogen front turn signal amber (PR). Locate: upper headlight bezel.	1
1750-0072-592	12 VDC (or 24VDC) electrical outlet in the cab wired battery hot. Location: driver	1

	side dash.	
1750-0072-593	12 VDC (or 24VDC) electrical outlet in the cab wired battery hot. Location: officer side dash.	1
1750-0073-587	Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: officer side forward with coaxial cable terminating at the center of the dash board.	1
1750-0075	English dominant main cab gauge cluster.	1
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1
1750-0188	DPF regeneration override switch.	1
1750-0198-762	Battery charger to be located behind officer's seat.	1
1750-0429-593	Dual USB charging ports in the cab wired battery hot. Location: officer side dash.	1
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1
BODY MODEL		
3080-0204	Body aerial single axle LTH100 without pump (162 C/A for use with vertical SCR aftertreatment). 96" wide with L and R rescue style high sides and rear side staircases. Rear of body aft of rear jack legs raised 3". 61" high body. (10'-7" OAH with no wway, 10'10" OAH with wway).	1
BODY COMPT REAR		
3110-0058	Rear of body to have flush un-painted smooth plate body panels to facilitate rear body striping.	1
AERIAL BODY OPTIONS		
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1
3310-0144	Rear ladder tunnel chain across ladders.	1
AERIAL BODY OPTIONS		
	hinge on outboard sides and latch in the middle. D-ring to be on right hand "primary" door.	
3310-0162	Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/110 requires surface mount warning lights.	1
3310-0303	Auxiliary jack pad 24X24 (4) with 20 degree formed handle. Includes (4) mounting brackets.	1
DOORS		
3300-0011-006	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L4	1
3300-0011-018	Door single horizontal hinged lift-up box pan configuration painted. Location(s): R4	1

3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1
3300-0019-007	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L5.	1
3300-0019-008	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L6.	1
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1
3300-0019-019	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R5.	1
3300-0019-020	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R6.	1
SHELVES		
3370-0025-099	Permanent shelf. Locate in L1 at offset (above extrusion if applicable).	1
3370-0025-112	Permanent shelf. Locate in L5 at offset (above extrusion if applicable).	1
3370-0025-113	Permanent shelf. Locate in L6 at offset (above extrusion if applicable).	1
3370-0025-115	Permanent shelf. Locate in R5 at offset (above extrusion if applicable).	1
3370-0052-004	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L2.	1
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	1
3370-0052-016	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R2.	1
SHELVES		
3370-0052-017	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R3.	1
3370-0052-094	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R6 upper.	1
3370-0053-081	Adjustable shelf (C-Style) for non-transverse compartments up to 15.99" in depth. Location: L5 lower.	1
3370-0054-004	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: L2.	1
3370-0054-005	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: L3.	1
3370-0054-016	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: R2.	1
3370-0054-017	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: R3.	1
3370-0054-094	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in	1

	depth. Location: R6 upper.	
3370-0055-081	Tracks for adjustable shelf in shallow compartments up to 15.99" deep. Location: L5 lower.	1
TRAYS / TOOLBOARDS		
3380-0076-005	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L3.	1
3380-0077-016	Tray, adjustable roll-out with 500 lbs. capacity and a gas shock. Location(s): R2.	1
LADDER STORAGE / RACKS		
3365-0037-U91	Center mounted ladder tunnel. Ladder rack to hold: (2) PEL-35, PEL-28, PEL-24, TRL-20, PRL-16 and FL-10.	1
MISC BODY OPTIONS		
3090-0002	OAH. Unit has no overall height restrictions.	1
3090-0004	OAL. Unit has no overall length restrictions.	1
3340-0093	Mud flaps, rear, black with E-ONE logo.	1
3340-0282-X73	Cab tilt switch and manual jack to be located: right side forward jack leg compartment low behind door in access panel (tilt sw behind door).	1
3340-0486	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and bolt-on polished alum fenderettes.	1
3340-0689	Insulation to protect compartment from exhaust system heat. Locate behind R1 forward wall.	1
SCBA BOTTLE STORAGE		
3320-0005	SCBA Bottle Storage. (4) Cast Product SCBA bottle storage with gasketed doors. (2) each side in rear wheel well area.	1
3320-0100	Strap(s), loop style to retain SCBA bottle(s). Locate one per bottle in each exterior storage compartment.	4
ELECTRICAL SYSTEMS		
5010-0039	V-MUX Electrical system for aerials.	1
5010-0049	Vehicle data recorder - 2009 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1
5010-0055-649	VFD Text display for V-MUX electrical system. Location: center of dash.	1
LIGHT BARS		
5300-0354-034	Light bar Federal Signal Split Vision VSLR6. Two (2) 21" 3-pod light bars w/ (3) red pods on each bar with red lenses. Location: front cab corners.	1
WARNING LIGHT PACKAGES		
5550-0067	Flash rate for Federal QuadraFlare LED lower level warning lights to be set at pattern 4, (75 QFPM).	1
5550-0192-535	Federal Signal QuadraFlare LED lower level warning light package. Includes (8) QL64XF-R LED light heads with bezels and (2) IMPAXX LED model IPX302-4 light	1

	heads. Locate side facing lights: at forward most position, centered in rear wheel well, and side facing at rear of body in rubrail if equipped.	
WARNING LIGHTS		
5600-0173-479-06	Federal MicroEscape NFPA compliant LED beacons (PR) clear lenses with Red LED reflectors. Location: rear upper body on aerial style brackets.	1
5600-0211-170	Hazard (door ajar) light .75" LED red. Location: center overhead.	1
SIRENS		
5500-0009	Federal PA300 electronic siren recessed mounted.	1
5500-0024-Z10	The electronic siren control is to be located on the center of center dash upper tier (recessed).	1
SPEAKERS		
5510-0029-210	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: center front bumper.	1
DOT LIGHTING		
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1
DOT LIGHTING		
5150-0026	Marker light LED body/cab package. E-ONE custom cab with aerial ladder, Mid-Mount platform or Bronto bodies only.	1
5150-0032	Bracket license plate at rear of body.	1
5150-0042	Federal Signal LED tail lights. Includes 4" diameter red LED stop/tail, amber turn and LED clear back-up.	1
LIGHTS - COMPARTMENT, STEP & GROUND		
5380-0232	Step light package Whelen 2" LED - small.	1
5380-0247	Compartment light ROM V4 LED for medical cabinet (EA).	1
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	1
5380-0279	Ground light package TecNiq T440 4" LED - small.	1
LIGHTS - DECK AND SCENE		
5390-0000-444	Deck light - Unity 12 volt (PR). Location: (1) each side over rear ladder tunnel.	1
LIGHTS - NON-WARNING		
5400-0003	Engine compartment light (EA).	1
CAMERAS / INTERCOM		
6570-0008	Intercom aerial 2-way. Atkinson Dynamics (Federal). Speaker to be located to rear of platform on Bronto units.	1
MISC ELECTRICAL		

1750-0082-762	12V power distribution module. Includes (6) battery hot and (6) switched hot circuits. 100 amps max (IATS). Location: behind officer's seat.	1
5110-0017	Back-up alarm 97 dB.	1
GENERATOR		
5250-0062-128	Dealer installed generator, Cabinet prewired to breaker box.	1
BREAKER BOXES		
5200-0000-394	Breaker box 8 place single phase. Includes main breaker. Note: Main breaker occupies 2 places leaving 6 available. Locate L1 forward wall.	1
LIGHTS - QUARTZ		
5450-0155-491	Fire Research Evolution 12V LED scene light model FCA802-V15 with brow mount (EA). Includes switch accessible to driver (driver and officer side facing lights	2
LIGHTS - QUARTZ		
	switched separately). Location: driver and officer side over canopy area.	
RECEPTACLES		
5470-0004-545	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: In cab driver side on 3 x 3 post rear facing just above engine cover.	1
ELECTRIC CORD REELS		
5130-0001-Q26	Cord reel electric with 200' of 10/3 black cable. Locate R1 back wall up high centered.	1
5130-0001-U21	Cord reel electric with 200' of 10/3 black cable. Locate L1 back wall up high offset rearward.	1
5130-0014-Q26	Circle D wall/floor mounting box. Mount at final or ship loose (customer preference). For use with reel located in or on R1 back wall up high centered.	1
5130-0014-U21	Circle D wall/floor mounting box. Mount at final or ship loose (customer preference). For use with reel located in or on L1 back wall up high offset rearward.	1
5130-0015-Q26	Junction box Circle-D with two (2) 15 amp straight blade and two (2) 20 amp twist lock receptacles. Located on cord for reel in R1 back wall up high centered.	1
5130-0015-U21	Junction box Circle-D with two (2) 15 amp straight blade and two (2) 20 amp twist lock receptacles. Located on cord for reel in L1 back wall up high offset rearward.	1
5130-0024-392	Electric cord reel rewind switch. Switch located on wall near cord reel.	1
5130-0028	Cord reel rollers mounted on reel.	2
AERIAL MODEL		

6100-0030	Lower aerial turntable pedestal and boom support 6in (HM100/110/LTH100). Top of turntable support to top of torque box to be 36.25in.	1
6100-0042	Ladder LTH110 without waterway. Includes left side console with cover, adjustable height turntable handrails, split steps at tip and jack leg flood lights.	1
AERIAL HYDRAULIC SYSTEM OPTIONS		
6150-0003-218	Gauge aerial hydraulic oil level. Electronic display to be located next to aerial master panel.	1
AERIAL CONTROLS		
6850-0026	Direct hydraulic aerial control system.	1
AERIAL WARNING LIGHTS		
6550-0002	Outrigger warning lights (4) LED. Truck-Lite model 91R.	1
AERIAL WARNING LIGHTS		
6550-0063	Whelen VTX609R Vertex Super-LED lights at ladder tip (PR). Red with clear lenses and chrome bezels. Switched with aerial master.	1
AERIAL LIGHTING		
6560-0002-232	Spot light 12V located right side tip.	1
6560-0005	Flood lights Unity at base (PR).	1
6560-0032	Locate spot, flood and /or quartz lights on ladder fly section as far back from tip as possible.	1
6560-0080-000-03	Ladder climbing lights Luma Bar Pathfinder LED strip for 4 section aerial (one side). Color: Blue.	1
AERIAL EQUIPMENT		
6500-0011-V40	Pike pole tube for 6' pole on ladder. Location: right side fly section horizontally mounted just above rungs (requires pin 6500-0043).	1
6500-0019-138	Axe bracket mounted on aerial. For use with a 6 lb. axe only. Location: left side fly section.	1
6500-0043	Retaining pin for pike pole storage tube. Pin to prevent pike pole form vibrating out of stored position on ladder section.	1
SIGN PLATES		
6750-0001-000-35	Aerial sign plates 16 x 144 (PR). Available on HP100L, HPS105L, HP95 and HP100P only. Does not include lettering. Color: FLNA4145 Black	1
AERIAL TESTING		
6900-0002	Aerial 2009 NFPA Certification.	1
MISC LOOSE EQUIPMENT		
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1

7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0064	Cab paint break - standard with dip to grille. Break is 31.5" inches below the drip rail on Typhoon X and CII X cabs. Pre-07' emission Typhoon cab break is 33.5" below the drip rail.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
EXTERIOR PAINT			
8100-0177-000-35	Paint cab Sikkens two-tone. Upper area of cab to be painted FLNA4145 Black.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1	
8100-0355	Paint lift cylinders, extension cylinders and upper turntable steelwork to match the "two tone" sale code color (does not apply to TT deck).	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
LETTERING			
8200-0000-000-12	Scotchlite Letter (Each) - 3". Color White.	12	
8200-0002-000-12	Scotchlite Letter (Each) - 9". Color White.	17	
8200-0006	Maltese cross 12" (Pair).	1	
8200-0022	Shade and outline for lettering.	52	
8200-0023	Lettering Instructions:	1	Instructions for 9 inch Scotchlite White HOBOKEN on ladder sign; Instructions for 3 inch Scotchlite White CITY OF above hoboken on ladder signs; Instructions for 4 inch Sign Gold HOBOKEN on front of cab above grille; LADDER X on rear cab doors; Instructions for 10 inch Scotchlite White
8200-0029-000-12	Scotchlite Letter (Each) - 10". Color White.	2	
8200-0047	Sign Gold Letter (Each) - 4"	21	
STRIPING			
8200-0016	White reflective tape on (4) outriggers.	1	
8300-0016	Paint Break Sign Gold Chassis Stripe - 3/4" Wide - Black, Gold, Black. To be located above existing paint break.	1	

8300-0025-000-12	1/4" Pin stripe above and below existing Scotchlite stripe. Color: White.	1	
8300-0027-333-13	NFPA Scotchlite 4" wide hockey stripe, straight across front and may contour as it transitions from cab to body on each side. Color: Black. Location: top of stripe flush with top of bumper and straight back.	1	
8300-0035	Striping Instructions:	1	Level change on L1/L2 to 6 inches above the over wheelwell compartment door
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0123-000-72	Chevron "A" style 6" printed pattern NFPA Scotchlite striping. Provided to driver and officer rear compartment face, smooth plate panels and/or doors outboard and above the center rear compartment opening and the vertical hosebed extrusions (terminate just above the upper hand rail stanchion). The vertical and horizontal extrusions inboard of the vertical hose bed extrusions shall remain visible with a sanded finish. Colors to be Yellow/Red.	1	
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic).	1	
9300-0009	Manuals, Operator and Service CD-ROM.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Misc Manual Adds			
Misc Manual Adds	Poly Rubrail upgrade	1	
Misc Manual Adds	Rubberized fenderettes on cab and body	1	
Misc Manual Adds	Move Jack pads inward on body to keep handles from sticking out	1	
Misc Manual Adds	recess jack leg warning lights	1	

Helping Governments Across the Country Buy
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CONTRACT PRICING VERIFICATION

TO: **Al B. Dineros, QPA**	FROM: **Jackie Palmer**
COMPANY: **City of Hoboken**	DATE: **9/22/2015**
PHONE NUMBER:	
RE: **Price Verification**	REFERENCE: Contract Pricing Worksheet dated 9/9/2015

We have reviewed the pricing worksheet provided through HGACBuy Contract FS12-13. Our review verifies that the pricing provided is in compliance with the contract.

Please advise if we can assist further in this matter.

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT Absolute Fire Protection - E-One

Product Description: E-One Cyclone II, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.

Number of Units:One (1)

* The following details shall be provided with Purchase Order from End User to H-GAC for customized products:

A.	Base Bid Price as in Bid/Contract No.**FS12-13 JA04** (per single unit)		$ 611,844.00
B.	Published Options added to Base Bid…….(per single unit)……..		$ 41,070.00
C.	. . . . . PER UNIT SUB TOTAL:		$ 652,914.00

Change Order Provisions (if appliable):

D.	Dollar value of Unpublished Options added to base bid price per unit……	$ 53,826.00	
E.	Dollar value of Contract Items per unit deleted from Base Bid total……	$ (73,151.00)	
F.	PER UNIT CHANGE ORDER SUB TOTAL: (Change Order not to exceed 25% of "C") (Change order -3%)		$ (19,325.00)
G.	Order total without H-GAC fee forOne (1) units SUB TOTAL:		$ 633,589.00
H.	H-GAC Administrative Fee (from Fee Schedules)……..		$2,000.00
I.	Additional Discounts……		$ (45,000.00)
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC …….		$ 590,589.00

K. COMMENTS AND NOTES: Returning Customer Discount applied

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: September 22, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Award the Contract to Purchase Fire Apparatus

Reference: (c) LFN 2012- 10 – Using National Cooperative Contracts

Hoboken Fire Department needs one (1) fire apparatus to enhance fire response for the City.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved national cooperative. Absolute Fire Protection has been approved for Houston-Galveston Area Council (H-GAC) Cooperative Purchasing contract No. FS12-13 JA04, which cooperative the City is a part of.

I recommend awarding the following contract:

Price: NTE $590,589.00

Description: E-One Cyclone II, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.

Vendor:
Absolute Fire Protection
P.O. Box 497
2800 Hamilton Boulevard
South Plainfield, NJ 07080-0497

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2011 fax (201) 420-2009

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Absolute Fire Protection - E-One

Product Description: E-One Cyclone II, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.

Number of Units:One (1)

P.O. BOX 497
2800 HAMILTON BLVD
SO. PLAINFIELD, NJ 07080-0497

* The following details shall be provided with Purchase Order from End User to H-GAC for customized products:

A.	Base Bid Price as in Bid/Contract No.**FS12-13 JA04**	(per single unit)	$ 611,844.00
B.	Published Options added to Base Bid.....(per single unit).....		$ 41,070.00
C.	..... PER UNIT SUB TOTAL:		$ 652,914.00

Change Order Provisions (if appliable):

D.	Dollar value of Unpublished Options added to base bid price per unit.....	$ 53,826.00	
E.	Dollar value of Contract Items per unit deleted from Base Bid total.....	$ (73,151.00)	
F.	PER UNIT CHANGE ORDER SUB TOTAL: (Change Order not to exceed 25% of "C") (Change order -3%)		$ (19,325.00)
G.	Order total without H-GAC fee forOne (1) units	SUB TOTAL:	$ 633,589.00
H.	H-GAC Administrative Fee (from Fee Schedules).....		$2,000.00
I.	Additional Discounts.....		$ (45,000.00)
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC		$ 590,589.00

K. COMMENTS AND NOTES: Returning Customer Discount applied

Fire Apparatus Quotation for:
HOBOKEN FIRE DEPT

Quotation Number: 63621 Rev: 34

Unit Description: AERM-CYC2-M110

Quote Description: Aerial Rear Mount, Cyclone II, Metro 110

Salesperson: CDUBOIS

Salescode	Extended Description	Qty
TESTING COMPLIANCE STANDARD		
1001-0015	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2009 edition.	1
BUMPERS		
1160-0000	Bumper 10" stainless steel.	1
1160-0011	4" Front Bumper Extension.	1
FRAME ASSEMBLY		
1250-0063	Frame - Torque box for single axle RM aerial.	1
AXLE OPTIONS		
1025-0005	Meritor FL-941 front axle 18,700 lb.	1
1025-0028	Koni shock absorbers for front axle - adjustable.	1
1025-0097	Meritor RS-30-185 single rear axle 33,000 lb. capacity. Requires 16.5" x 8.625" cast shoe brakes and 33K suspension.	1
SUSPENSIONS		
1070-0017	Reyco rear spring suspension w/aux 33K rating.	1
WHEEL OPTIONS		
1050-0000	Steel wheels for front axle (2).	1
1050-0002	Steel wheels for rear axle (4).	1
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1

TIRE OPTIONS		
1060-0017	Four Michelin 315 rear tires with XDN2 mud and snow tread.	1
1060-0047	Two Michelin 385 tires model XFE for front axle.	1
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1
BRAKE SYSTEMS		
1100-0001	Meritor EX225H 17" disc brakes for front axle.	1
1100-0005	Brake system air 4X2/4X4.	1
1100-0006	Parking brake release mounted on the driver's side lower dash.	1
1100-0036	16.5" x 8.625" P-Cast S-cam brakes for 27,000 - 33,000 Meritor axle.	1
AIR SYSTEM OPTIONS		
1110-0000-001	Inlet for air system. Location: driver door jamb.	1
1110-0002	Air dryer Bendix AD-9.	1
1110-0005	Automatic moisture ejectors, heated.	1
1110-0006	Air lines nylon.	1
1110-0041	Air horns Grover recessed in bumper (PR).	1
ENGINES & TRANSMISSIONS		
1200-0017	Push-button transmission shift selector.	1
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1
1200-0096	Electronic speed limiting set at 60 MPH.	1
1200-0236	Eng/Trans Cummins ISL 450HP/EVS3000 2013 EPA compliant engine.	1
SECONDARY BRAKING		
1125-0002	Jacobs engine compression brake.	1
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1
COOLING PACKAGE		
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010/2013 EPA engines. Includes coolant recovery system.	1
FUEL SYSTEMS		
1350-0004	Fuel system 50 gallon saddle tanks.	1
1350-0012-670	Fuel shut-off valve. Location: one (1) inlet side of OEM fuel filter.	1
FUEL SYSTEMS		
1350-0022	Fuel line hose rubber.	1

ALTERNATOR		
1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/275 amp NFPA.	1
BATTERIES		
1400-0032	Battery five group 31 1000 CCA (two left / three right). For use with below cab DEF tank only.	1
CHASSIS OPTIONS		
1680-0005	Thermatic fan clutch.	1
1680-0006	Drivelines 1710.	1
1680-0008	Tow eyes front painted below bumper/cab (PR).	1
1680-0012	Tow eyes rear frame painted.	1
1680-0051	Aerial hydraulic activation system.	1
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 EPA engines. Location: left side below rear of cab.	1
CAB MODEL		
1520-0071	Cyclone II X medium cab with 58" CA. For use with a lowered aerial. Requires full length 4.5" deep trough option.	1
CAB ROOF TYPE		
1615-0016	Cab roof to have a 4.5" deep x 44" wide trough for lowered aerial.	1
CAB BADGE PACKAGE		
1610-0000	Cab and body to have applicable E-ONE logos.	1
CAB DOOR OPTIONS		
1550-0003	Rear crew cab doors in the medium position.	1
1550-0006	Driver and officer cab door windows. Include rear fixed window.	1
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1
1550-0017	Cab door panels stainless steel.	1
1550-0025	All cab doors shall have "L" style exterior latches.	1
1550-0027	Front cab door windows to have manual actuation.	1
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1
CAB DOOR OPTIONS		
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1
1550-0133	Stainless steel trim on bottom edge of the over wheel cab compartment opening	1

	(ea).	
1550-0186-659	(4) TecNiq T440 4" LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1
MIRRORS		
1670-0003	Velvac 2010 mirrors. Door mounted west coast style with remote control and heat.	1
1670-0059	Retrac Mirror stainless steel 10" 3-arm convex above officer side cab brow, 3 piece adjustable telescoping arm. Head #604953, Arm assy#604671	1
MISC EXTERIOR CAB OPTIONS		
1550-0033	Windows cab side fixed officer's side.	1
1550-0035	No window on the driver side of the cab	1
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1
1675-0030	Mud flaps, front, black with E-ONE logo.	1
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1
1675-0202	Mounting plate for battery charger receptacle, indicator and air inlet (if applicable). Plate to be removable brushed stainless steel.	1
HVAC		
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1
1515-0048	Controls for heating and air conditioning shall be located in the driver side lower dash area. For use without front air bags only.	1
1685-0057	Heaters cab rear with covers (PR), and front heater with heat to the feet for the driver and officer.	1
SEATS		
1510-0003	Seats, Inc. brand 911 cab seats.	1
1510-0009	Seat color black.	1
1510-0035-147	Universal air pack bottle bracket (EA). Location: officer's seat.	1
SEATS		
1510-0035-151	Universal air pack bottle bracket (EA). Location: inboard driver's side rear wall.	1
1510-0035-152	Universal air pack bottle bracket (EA). Location: inboard officer's side rear wall.	1
1510-0035-215	Universal air pack bottle bracket (EA). Location: rear facing officer's side.	1
1510-0038	Driver seat 911 air ride.	1
1510-0042	Officer seat to be 911 fixed SCBA.	1

1510-0053	Rear facing 911 seat with SCBA officer's side.	1
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1
1510-0234	Seat cover material Turnout Tuff.	1
1685-0032	Seating capacity tag of five occupants.	1
MEDICAL CABINETS		
1535-0002	Driver side cab wheel well medical cabinet approximately 42 x 22 (25 Quest) x 28. Includes external locking roll-up door and interior hinged door with locking push-button latch. Cabinet includes (2) adjustable shelves.	1
1535-0032	All medical cabinet RUD in the cab to be locking with 1250 key	1
1535-0033	All exterior access RUD for medical cabinets to have satin finish	1
1535-0202	Cab medical/storage cabinet(s) finish to be Zolatone gray. Includes interior/exterior of cabinet and shelves/trays if equipped.	1
MAP BOXES		
1540-0013	All map boxes in the cab to be painted Zolatone 20-64 gray.	1
1540-0051	Map box suspended with drop-down doors. 34"W x 9.50"H x 12"D.	1
MISC INTERIOR CAB OPTIONS		
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1
1685-0005	Lexan sun visors, driver and officer's side overhead.	1
1685-0008	Control lanyard Y type for air horns.	1
1685-0161	Severe duty dash package. Includes smooth plate alum center and officer side dash painted to match cab interior and lower dia plt kick panels.	1
1685-0187	Severe duty engine cover, molded polyurethane.	1
1685-0275-V33	Cup holder (PR). Polyurethane construction for use in Typhoon and CII with severe duty engine cover only. Location: Driver and officer side of engine cover slightly ahead of access door spaced approximately 20" apart (center to center).	1
CAB ELECTRICAL OPTIONS		
CAB ELECTRICAL OPTIONS		
1750-0021	Battery charger Kussmaul model 1200, 40 amp.	1
1750-0024-179-02	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Red cover.	1
1750-0030	Switch horn button two position DOT/electronic siren.	1
1750-0046-195	Cab Headlights. Position: lower.	1
1750-0062	Control push-button switch officer dash for siren.	1
1750-0066-172	Halogen front turn signal amber (PR). Locate: upper headlight bezel.	1
1750-0072-592	12 VDC (or 24VDC) electrical outlet in the cab wired battery hot. Location: driver	1

	side dash.	
1750-0072-593	12 VDC (or 24VDC) electrical outlet in the cab wired battery hot. Location: officer side dash.	1
1750-0073-587	Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: officer side forward with coaxial cable terminating at the center of the dash board.	1
1750-0075	English dominant main cab gauge cluster.	1
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1
1750-0188	DPF regeneration override switch.	1
1750-0198-762	Battery charger to be located behind officer's seat.	1
1750-0429-593	Dual USB charging ports in the cab wired battery hot. Location: officer side dash.	1
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1
BODY MODEL		
3080-0204	Body aerial single axle LTH100 without pump (162 C/A for use with vertical SCR aftertreatment). 96" wide with L and R rescue style high sides and rear side staircases. Rear of body aft of rear jack legs raised 3". 61" high body. (10'-7" OAH with no wway, 10'10" OAH with wway).	1
BODY COMPT REAR		
3110-0058	Rear of body to have flush un-painted smooth plate body panels to facilitate rear body striping.	1
AERIAL BODY OPTIONS		
3310-0032	Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.	1
3310-0144	Rear ladder tunnel chain across ladders.	1
AERIAL BODY OPTIONS		
	hinge on outboard sides and latch in the middle. D-ring to be on right hand "primary" door.	
3310-0162	Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/110 requires surface mount warning lights.	1
3310-0303	Auxiliary jack pad 24X24 (4) with 20 degree formed handle. Includes (4) mounting brackets.	1
DOORS		
3300-0011-006	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L4	1
3300-0011-018	Door single horizontal hinged lift-up box pan configuration painted. Location(s): R4	1

3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.	1
3300-0019-004	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L2.	1
3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.	1
3300-0019-007	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L5.	1
3300-0019-008	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L6.	1
3300-0019-015	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.	1
3300-0019-016	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R2.	1
3300-0019-017	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.	1
3300-0019-019	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R5.	1
3300-0019-020	Door roll up tall (greater than 45") with satin finish ROM. Location(s): R6.	1
SHELVES		
3370-0025-099	Permanent shelf. Locate in L1 at offset (above extrusion if applicable).	1
3370-0025-112	Permanent shelf. Locate in L5 at offset (above extrusion if applicable).	1
3370-0025-113	Permanent shelf. Locate in L6 at offset (above extrusion if applicable).	1
3370-0025-115	Permanent shelf. Locate in R5 at offset (above extrusion if applicable).	1
3370-0052-004	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L2.	1
3370-0052-005	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L3.	1
3370-0052-016	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R2.	1
SHELVES		
3370-0052-017	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R3.	1
3370-0052-094	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R6 upper.	1
3370-0053-081	Adjustable shelf (C-Style) for non-transverse compartments up to 15.99" in depth. Location: L5 lower.	1
3370-0054-004	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: L2.	1
3370-0054-005	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: L3.	1
3370-0054-016	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: R2.	1
3370-0054-017	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: R3.	1
3370-0054-094	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in	1

	depth. Location: R6 upper.	
3370-0055-081	Tracks for adjustable shelf in shallow compartments up to 15.99" deep. Location: L5 lower.	1
TRAYS / TOOLBOARDS		
3380-0076-005	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L3.	1
3380-0077-016	Tray, adjustable roll-out with 500 lbs. capacity and a gas shock. Location(s): R2.	1
LADDER STORAGE / RACKS		
3365-0037-U91	Center mounted ladder tunnel. Ladder rack to hold: (2) PEL-35, PEL-28, PEL-24, TRL-20, PRL-16 and FL-10.	1
MISC BODY OPTIONS		
3090-0002	OAH. Unit has no overall height restrictions.	1
3090-0004	OAL. Unit has no overall length restrictions.	1
3340-0093	Mud flaps, rear, black with E-ONE logo.	1
3340-0282-X73	Cab tilt switch and manual jack to be located: right side forward jack leg compartment low behind door in access panel (tilt sw behind door).	1
3340-0486	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and bolt-on polished alum fenderettes.	1
3340-0689	Insulation to protect compartment from exhaust system heat. Locate behind R1 forward wall.	1
SCBA BOTTLE STORAGE		
3320-0005	SCBA Bottle Storage. (4) Cast Product SCBA bottle storage with gasketed doors. (2) each side in rear wheel well area.	1
3320-0100	Strap(s), loop style to retain SCBA bottle(s). Locate one per bottle in each exterior storage compartment.	4
ELECTRICAL SYSTEMS		
5010-0039	V-MUX Electrical system for aerials.	1
5010-0049	Vehicle data recorder - 2009 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1
5010-0055-649	VFD Text display for V-MUX electrical system. Location: center of dash.	1
LIGHT BARS		
5300-0354-034	Light bar Federal Signal Split Vision VSLR6. Two (2) 21" 3-pod light bars w/ (3) red pods on each bar with red lenses. Location: front cab corners.	1
WARNING LIGHT PACKAGES		
5550-0067	Flash rate for Federal QuadraFlare LED lower level warning lights to be set at pattern 4, (75 QFPM).	1
5550-0192-535	Federal Signal QuadraFlare LED lower level warning light package. Includes (8) QL64XF-R LED light heads with bezels and (2) IMPAXX LED model IPX302-4 light	1

	heads. Locate side facing lights: at forward most position, centered in rear wheel well, and side facing at rear of body in rubrail if equipped.	
WARNING LIGHTS		
5600-0173-479-06	Federal MicroEscape NFPA compliant LED beacons (PR) clear lenses with Red LED reflectors. Location: rear upper body on aerial style brackets.	1
5600-0211-170	Hazard (door ajar) light .75" LED red. Location: center overhead.	1
SIRENS		
5500-0009	Federal PA300 electronic siren recessed mounted.	1
5500-0024-Z10	The electronic siren control is to be located on the center of center dash upper tier (recessed).	1
SPEAKERS		
5510-0029-210	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: center front bumper.	1
DOT LIGHTING		
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1
DOT LIGHTING		
5150-0026	Marker light LED body/cab package. E-ONE custom cab with aerial ladder, Mid-Mount platform or Bronto bodies only.	1
5150-0032	Bracket license plate at rear of body.	1
5150-0042	Federal Signal LED tail lights. Includes 4" diameter red LED stop/tail, amber turn and LED clear back-up.	1
LIGHTS - COMPARTMENT, STEP & GROUND		
5380-0232	Step light package Whelen 2" LED - small.	1
5380-0247	Compartment light ROM V4 LED for medical cabinet (EA).	1
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	1
5380-0279	Ground light package TecNiq T440 4" LED - small.	1
LIGHTS - DECK AND SCENE		
5390-0000-444	Deck light - Unity 12 volt (PR). Location: (1) each side over rear ladder tunnel.	1
LIGHTS - NON-WARNING		
5400-0003	Engine compartment light (EA).	1
CAMERAS / INTERCOM		
6570-0008	Intercom aerial 2-way. Atkinson Dynamics (Federal). Speaker to be located to rear of platform on Bronto units.	1
MISC ELECTRICAL		

1750-0082-762	12V power distribution module. Includes (6) battery hot and (6) switched hot circuits. 100 amps max (IATS). Location: behind officer's seat.	1
5110-0017	Back-up alarm 97 dB.	1
GENERATOR		
5250-0062-128	Dealer installed generator, Cabinet prewired to breaker box.	1
BREAKER BOXES		
5200-0000-394	Breaker box 8 place single phase. Includes main breaker. Note: Main breaker occupies 2 places leaving 6 available. Locate L1 forward wall.	1
LIGHTS - QUARTZ		
5450-0155-491	Fire Research Evolution 12V LED scene light model FCA802-V15 with brow mount (EA). Includes switch accessible to driver (driver and officer side facing lights	2
LIGHTS - QUARTZ		
	switched separately). Location: driver and officer side over canopy area.	
RECEPTACLES		
5470-0004-545	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: In cab driver side on 3 x 3 post rear facing just above engine cover.	1
ELECTRIC CORD REELS		
5130-0001-Q26	Cord reel electric with 200' of 10/3 black cable. Locate R1 back wall up high centered.	1
5130-0001-U21	Cord reel electric with 200' of 10/3 black cable. Locate L1 back wall up high offset rearward.	1
5130-0014-Q26	Circle D wall/floor mounting box. Mount at final or ship loose (customer preference). For use with reel located in or on R1 back wall up high centered.	1
5130-0014-U21	Circle D wall/floor mounting box. Mount at final or ship loose (customer preference). For use with reel located in or on L1 back wall up high offset rearward.	1
5130-0015-Q26	Junction box Circle-D with two (2) 15 amp straight blade and two (2) 20 amp twist lock receptacles. Located on cord for reel in R1 back wall up high centered.	1
5130-0015-U21	Junction box Circle-D with two (2) 15 amp straight blade and two (2) 20 amp twist lock receptacles. Located on cord for reel in L1 back wall up high offset rearward.	1
5130-0024-392	Electric cord reel rewind switch. Switch located on wall near cord reel.	1
5130-0028	Cord reel rollers mounted on reel.	2
AERIAL MODEL		

6100-0030	Lower aerial turntable pedestal and boom support 6in (HM100/110/LTH100). Top of turntable support to top of torque box to be 36.25in.	1
6100-0042	Ladder LTH110 without waterway. Includes left side console with cover, adjustable height turntable handrails, split steps at tip and jack leg flood lights.	1
AERIAL HYDRAULIC SYSTEM OPTIONS		
6150-0003-218	Gauge aerial hydraulic oil level. Electronic display to be located next to aerial master panel.	1
AERIAL CONTROLS		
6850-0026	Direct hydraulic aerial control system.	1
AERIAL WARNING LIGHTS		
6550-0002	Outrigger warning lights (4) LED. Truck-Lite model 91R.	1
AERIAL WARNING LIGHTS		
6550-0063	Whelen VTX609R Vertex Super-LED lights at ladder tip (PR). Red with clear lenses and chrome bezels. Switched with aerial master.	1
AERIAL LIGHTING		
6560-0002-232	Spot light 12V located right side tip.	1
6560-0005	Flood lights Unity at base (PR).	1
6560-0032	Locate spot, flood and /or quartz lights on ladder fly section as far back from tip as possible.	1
6560-0080-000-03	Ladder climbing lights Luma Bar Pathfinder LED strip for 4 section aerial (one side). Color: Blue.	1
AERIAL EQUIPMENT		
6500-0011-V40	Pike pole tube for 6' pole on ladder. Location: right side fly section horizontally mounted just above rungs (requires pin 6500-0043).	1
6500-0019-138	Axe bracket mounted on aerial. For use with a 6 lb. axe only. Location: left side fly section.	1
6500-0043	Retaining pin for pike pole storage tube. Pin to prevent pike pole form vibrating out of stored position on ladder section.	1
SIGN PLATES		
6750-0001-000-35	Aerial sign plates 16 x 144 (PR). Available on HP100L, HPS105L, HP95 and HP100P only. Does not include lettering. Color: FLNA4145 Black	1
AERIAL TESTING		
6900-0002	Aerial 2009 NFPA Certification.	1
MISC LOOSE EQUIPMENT		
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1

7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0064	Cab paint break - standard with dip to grille. Break is 31.5" inches below the drip rail on Typhoon X and CII X cabs. Pre-07' emission Typhoon cab break is 33.5" below the drip rail.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3225E-1 Red.	1	
EXTERIOR PAINT			
8100-0177-000-35	Paint cab Sikkens two-tone. Upper area of cab to be painted FLNA4145 Black.	1	
8100-0183-000-17	Paint Body - Large - For Aerials, T/A Tankers/Wetsides, Rear Mounts and Rescues. Sikkens paint. Color: FLNA3225E-1 Red.	1	
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1	
8100-0355	Paint lift cylinders, extension cylinders and upper turntable steelwork to match the "two tone" sale code color (does not apply to TT deck).	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
LETTERING			
8200-0000-000-12	Scotchlite Letter (Each) - 3". Color White.	12	
8200-0002-000-12	Scotchlite Letter (Each) - 9". Color White.	17	
8200-0006	Maltese cross 12" (Pair).	1	
8200-0022	Shade and outline for lettering.	52	
8200-0023	Lettering Instructions:	1	Instructions for 9 inch Scotchlite White HOBOKEN on ladder sign; Instructions for 3 inch Scotchlite White CITY OF above hoboken on ladder signs; Instructions for 4 inch Sign Gold HOBOKEN on front of cab above grille; LADDER X on rear cab doors; Instructions for 10 inch Scotchlite White
8200-0029-000-12	Scotchlite Letter (Each) - 10". Color White.	2	
8200-0047	Sign Gold Letter (Each) - 4"	21	
STRIPING			
8200-0016	White reflective tape on (4) outriggers.	1	
8300-0016	Paint Break Sign Gold Chassis Stripe - 3/4" Wide - Black, Gold, Black. To be located above existing paint break.	1	

8300-0025-000-12	1/4" Pin stripe above and below existing Scotchlite stripe. Color: White.	1	
8300-0027-333-13	NFPA Scotchlite 4" wide hockey stripe, straight across front and may contour as it transitions from cab to body on each side. Color: Black. Location: top of stripe flush with top of bumper and straight back.	1	
8300-0035	Striping Instructions:	1	Level change on L1/L2 to 6 inches above the over wheelwell compartment door
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0123-000-72	Chevron "A" style 6" printed pattern NFPA Scotchlite striping. Provided to driver and officer rear compartment face, smooth plate panels and/or doors outboard and above the center rear compartment opening and the vertical hosebed extrusions (terminate just above the upper hand rail stanchion). The vertical and horizontal extrusions inboard of the vertical hose bed extrusions shall remain visible with a sanded finish. Colors to be Yellow/Red.	1	
GRAPHICS			
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0000	Vehicle familiarization aerial (Domestic).	1	
9300-0009	Manuals, Operator and Service CD-ROM.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Misc Manual Adds			
Misc Manual Adds	Poly Rubrail upgrade	1	
Misc Manual Adds	Rubberized fenderettes on cab and body	1	
Misc Manual Adds	Move Jack pads inward on body to keep handles from sticking out	1	
Misc Manual Adds	recess jack leg warning lights	1	

Introduced By:_____
Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION CANCELING ERRONEOUS ASSESSMENTS AND CREDITING OVERPAYMENTS

WHEREAS, it was discovered that the following taxable accounts were erroneously assessed, due to the lack of proper updates to the City's tax assessment and collection records demonstrating changes in qualifiers for:

Block 261.01, Lot 1, All Qualifiers,
Address: 1100 Maxwell Lane
Owner: PT Maxwell LLC % Toll Brothers

WHEREAS, these erroneous assessments occurred Q1 and Q2 of CY2015 against each old qualifier, while the new qualifier known as CP211 was also assessed independently in Q1 and Q2 of CY2015; and,

WHEREAS, the property owner made payments against each of the erroneous qualifiers for Q1 and Q2 of CY2015, as well as for the new qualifiers, CP211, for Q1 and Q2 of CY2015, resulting in an overpayment on the Block and Lot in the total amount of $17,289.51;

WHEREAS, the Tax Assessor now seeks to have the erroneous assessments cancelled, as follows:

2015 – 1st quarter - $8644.76
2015 – 2nd quarter - $8644.75

WHEREAS, as a result of the erroneous assessments, the property owner made significant overpayments for which it now requires reimbursement, and such reimbursement shall become a credit against all future taxes assessed on qualifiers CP211, until said credits are fully disbursed against the property owners CP211 tax payments, and the Tax Collector shall be responsible for crediting in accordance with this Resolution, and advising the property owner of the balances and any taxes due and owning in accordance with applicable law.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Hoboken, that said Erroneous Assessment charges be canceled from the above referenced qualifiers, and said qualifiers be cancelled, and removed from the Added Assessment Tax Duplicate, and the actual current qualifier shall be credited for the overpayments as described above until such time as the credits are fully utilized.

BE IT FURTHER RESOLVED, this resolution shall take effect immediately upon passage.

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jennifer Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Bhalla				

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AMEND THE CONTRACT TO BEN CHOI FOR SPECIAL LEGAL COUNSEL – CY2015 TO THE CITY OF HOBOKEN TO ADD THE SERVICES OF ABC BOARD PROSECUTOR / BOARD ATTORNEY WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT OF FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS ($4,250.00) WITH NO CHANGE IN THE ORIGINAL CONTRACT TERM SET TO EXPIRE DECEMBER 31, 2015

WHEREAS, service to the City as Special Counsel is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the City of Hoboken published its annual Request for Qualifications for the Professional Services of Special Legal Counsel-Prosecutor in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Ben Choi responded to, and for which Ben Choi was appointed Chief Municipal Prosecutor of the City of Hoboken; and,

WHEREAS, the Administration has determined that Ben Choi's contract should be amended to add the services of ABC Board Prosecutor / Board Attorney through the end of CY2015, for a total increase in the not to exceed amount, specifically for billing ABC related representation, by $4,250.00 ($13,450.00 of the current not to exceed amount of $35,000.00 is still remaining as of 9/30/2015 from the original NTE amount for municipal prosecutor work); and,

WHEREAS, **Ben Choi** is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $4,250.00 is available in the following appropriation 5-01-20-156-020 **in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that the contract with Ben Choi to represent the City as Special Legal Counsel- be amended, with no change in the term, but for an increase in the total not-to-exceed amount by $4,250.00, which increase shall be payable for ABC Board Prosecutor/ Board Attorney services only; and

BE IT FURTHER RESOLVED, the contract shall include the following term: Ben Choi shall be paid $325.00 per ABC meeting attended, as well as a maximum hourly rate for services outside of Board meetings at $150.00/hour for attorneys, $50.00/hour for paralegals, and $20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

BE IT FURTHER RESOLVED, this contract shall cover ABC Board Prosecutor/ Board Attorney matters, and new litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm's services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to

provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Weiner Lesniak; and

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT RESOLVED, that this resolution shall take effect immediately upon passage.

Meeting date: October 7, 2015

APPROVED:

_____

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Introduced By:_____

Second By:_____

CITY OF HOBOKEN
RESOLUTION NO._____
RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

WHEREAS, an overpayment of taxes has been made on property listed below: and

WHEREAS, Sharon Curran, Collector of Revenue recommends that refunds be made;

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling **$13,495.51**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Lereta, LLC **1123 Park View Drive** **Covina, CA 91724** **282688P/Martha Walker**	**48/8/C0003**	**315 Monroe St**	**1&2/15**	**$4,162.62**
Sherry Oommen **11011 Domain Drive Apt 8313** **Austin, TX 78758**	**83/13/C003F**	**725 Madison St**	**3/15**	**$1,488.09**
Steven Rubin **400 Ninth Street #W5H** **Hoboken, NJ 07030**	**149/1/C0W5H**	**400-414 Ninth St**	**1/14**	**$2,219.08**
Vijay Darji **1100 Adams Street #414** **Hoboken, NJ 07030**	**104/1.01/C0414**	**1100 Adams St**	**2/15**	**$3,767.86(abatement)**
Kevin Kanagra **1125 Maxwell Lane # 914** **Hoboken, NJ 07030**	**261.03/1/CP370**	**1125 Maxwell Lane**	**2/15**	**$124.95**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Melissa Wong **1314 Hudson Street #2** **Hoboken, NJ 07030**	**245/11/C0002**	**1314 Hudson St**	**3/14**	**$1,732.91**

Meeting date: October 7, 2015

APPROVED:

_____

Sharon Curran
Tax Collector

APPROVED AS TO FORM:

_____

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Sponsored by:_____

Seconded by:_____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular and Special meeting of September 16, 2015** have been reviewed and approved by the Governing Body.

_____
Approved as to form:

Meeting Date: October 7, 2015

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano				
Peter Cunningham				
Jim Doyle				
Jennifer Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Ravi Bhalla				

Introduced by:_____

Seconded by:_____

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND EXECUTION OF A GRANT AGREEMENT WITH FEMA FOR THE ASSISTANCE TO FIRE FIGHTERS GRANT PROGRAM FY2015-2016

WHEREAS, FEMA has announced that it is accepting applications for its FY2015-2016 Assistance to Fire Fighters Grant Program; and

WHEREAS, the purpose of the program is to protect the health and safety of the public and firefighting personnel against fire and fire related hazards; and

WHEREAS, the grant requires a City match of $15,227.00, which the City accepts and appropriates monies for as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $15,227.00 is available in the following appropriation: 5-01-46-892-001 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the City of Hoboken formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application for the above referenced project on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement, and that if acceptance requires a City monetary match, the Administration shall utilize the within appropriation of funds for same.

Meeting date: October 7, 2015

APPROVED:

_____

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____

Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jennifer Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Bhalla				

Request Grant Amendment

Amendment Number: EMW-2014-FO-00887-001

Federal share awarded:	152,273.00
Federal share requested:	0.00
Amount paid to date:	0.00
Amount of pending payments:	0.00
Balance of federal funds:	152,273.00

Print Amendment Request

Reviewed on/By 09-14-2015 by KEVIN PIATT

Grantee Comments History

Grantee Comments

Grant Amendment Request

You may either type your request in the space provided below; or create the text in your word processing system and then copy it into the space provided below.

We were awarded $800 per SCBA air cylinder for a total of 73 cylinders that are beyond the 15 year manufacturer serviceable life span. We are requesting another $400 per SCBA air cylinder in order to purchase these units based on NJ state contract pricing.

Go Back

01-46-892-001 — $ 27,000
01-25-266-021 — $ balance

Request Grant Amendment

Amendment Number: EMW-2014-FO-00887-001

Federal share awarded:	152,273.00
Federal share requested:	0.00
Amount paid to date:	0.00
Amount of pending payments:	0.00
Balance of federal funds:	152,273.00

Print Amendment Request

Reviewed on/By 09-14-2015 by KEVIN PIATT

Grantee Comments History

Grantee Comments

Grant Amendment Request

You may either type your request in the space provided below; or create the text in your word processing system and then copy it into the space provided below.

We were awarded $800 per SCBA air cylinder for a total of 73 cylinders that are beyond the 15 year manufacturer serviceable life span. We are requesting another $400 per SCBA air cylinder in order to purchase these units based on NJ state contract pricing.

Go Back

Amendment Package

Federal Emergency Management Agency
Washington, D.C. 20472

Mr Anton Peskens
Hoboken Fire Department
201 Jefferson Street
Hoboken, New Jersey 07030-1901

Re: Grant No. EMW-2014-FO-00887

Dear Mr Peskens:

This letter is in written response to your amendment request regarding a cost change within your grant. The approved increase is $29,200 to your total grant request. The total revised grant amount as a result of this amendment is $167,500, $152,273 is the Federal share and $15,227 is your share of the cost. All other terms and conditions of the grant remain unchanged, except as noted per your amendment. Please maintain copies of all bids/quotes, purchase receipts, vouchers, etc., along with a copy of this letter in your grant file. All other terms and conditions remain unchanged.

If you have any further questions and/or concerns please contact Nancy Cannon at (202) 786-9834.

Sincerely,

Nancy Cannon
Grant Management Specialist

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application

INSTRUMENT:	GRANT
AGREEMENT NUMBER:	EMW-2014-FO-00887
GRANTEE:	Hoboken Fire Department
DUNS Number:	956400931
AMOUNT:	$167,500.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

14-AUG-15 to 13-AUG-16

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$157,600.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$9,900.00
Indirect Charges	$0.00
State Taxes	$0.00

Total	$167,500.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

Agreement Articles

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

GRANTEE: Hoboken Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2014-FO-00887

AMENDMENT NUMBER: 1

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I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and

subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access

obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking*

Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. **Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. **Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. **DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management
Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier
If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions
For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. **Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. **Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. **Incorporation by Reference of Funding Opportunity Announcement**

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

XXXVII. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2014-FO-00887	1	22-6001993	AWARD	W494333N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Hoboken Fire Department 201 Jefferson Street Hoboken New Jersey, 07030-1901	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: ANDREA DAY	FEMA/Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Anton Peskens	2014202258	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
14-AUG-15	SF-270	Cost Sharing	From:14-AUG-15 To:13-AUG-16 Budget Period From:23-JAN-15 To:30-SEP-15

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2015-F4-C111-P4310000-4101-D	$125,728.00	$26,545.00	$152,273.00	$15,227.00
		TOTALS	$125,728.00	$26,545.00	$152,273.00	$15,227.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
N/A	N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
ANDREA DAY	14-SEP-15

Close Window

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2015 Municipal Budget

FEMA ASSISTANCE FOR FIREFIGHTERS PROGRAM CY 2015

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHERAS, said Director may also approve the insertion of an item of appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of $152,273.00 from the Federal Emergency Management Agency and wishes its CY 2015 Budget to include this amount as a revenue, with a City Match $15,227.00.

NOW, THEREFORE, BE IT RESOLVED, the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of CY 2015 in the sum of…….$152,273.00

Which is now available as a revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
with Prior Written Consent of the Director of the
Division of Local Government Services:
Appropriation:
FEMA Assistance for Firefighters O/E $152,273.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....$152,273.00 be and the same is hereby appropriated under the caption of:
General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by

Revenues:

FEMA Assistance of Firefighters O/E $152,273.00

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

MEETING DATE: October 7, 2015

Reviewed By:

QUENTIN WIEST
Business Administrator

Approved as to Form:

MELLISSA LONGO
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Introduced by:_____
Seconded by:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE CONTRACTING PROCESS FOR AN INDEPENDENT AUDIT OF THE HEALTH INSURANCE PROGRAM, FOR UP TO FIVE (5) YEARS PURSUANT TO N.J.S.A. 40A:11-4.

WHEREAS, the City of Hoboken seeks to contract for the services of a health insurance auditor, in accordance with N.J.A.C. 40A:11-4., for up to five (5) years, upon approval of the Division of Local Government Services; and,

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1, the City may use competitive contracting in lieu of public bidding for the contracting of the operation, management or administration of other services, with the approval of the Director of the Division of Local Government Services, which the City will seek upon authorization of competitive contracting for said services by this Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A11-4.1, shall, upon approval of the Director, be authorized in lieu of public bidding for this procurement, and may be initiated by the Purchasing Agent/Business Administrator for the purpose of contracting an auditor of the health insurance program for the City for a period up to five (5) years.

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Introduced by:_____
Seconded by:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

AUTHORIZATION FOR THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED SHARED SERVICE AGREEMENT WITH THE HOUSING AUTHORITY FOR THE BALL SAFETY NETTING SYSTEM FUNDING VIA A CDBG GRANT

BE IT RESOLVED, that the City Council of the City of Hoboken (the "City") hereby approves the attached Shared Service Agreement between the City and the Housing Authority for the City to fund the Ball Safety Netting System at Mama Johnson Field via City administered CDBG funds, and for the City to oversee the construction and installation of same on behalf of the Housing Authority to ensure compliance with the CDBG grant funding requirements; and

BE IT FURTHER RESOLVED, the City Council hereby authorizes the funding described in the attached agreement via the City's CDBG funding, and directs the Administration to ensure CDBG grant funding compliance relating to same in accordance with the CFR on CDBG funding and the attached agreement; and,

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said agreement, as attached or in similar form without substantive changes, and the City's Administration and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the Agreement.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to all parties in the administration of this action.

Meeting date: October 7, 2015

APPROVED:	**APPROVED AS TO FORM:**
_____	_____
Quentin Wiest Business Administrator	Mellissa L. Longo, Esq. Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. : _____

A RESOLUTION TO AMEND CITY POLICY FOR DESIGN AND STRIPING OF RESIDENTIAL DRIVEWAY MARKINGS IN ROADWAY PROJECTS

WHEREAS, the City of Hoboken Department of Transportation and Parking establishes roadway design policies based on best practices and federal and state standards; and,

WHEREAS, the Department of Transportation and Parking has roadway design policy of striping rectangular driveway pavement markings within the curb-to-curb right-of-way one foot on either side of residential garage door openings in order to delineate residential driveways; and,

WHEREAS, the purpose of striping rectangular driveway pavement markings is to clearly delineate driveway openings so that drivers parallel parking on-street do not encroach into the driveway opening so as to block vehicles from entering or exiting the driveway; and,

WHEREAS, the Council Transportation Subcommittee has expressed a preference to expand the typical width of rectangular driveway pavement markings beyond one foot on either side of the width of garage door openings; and,

WHEREAS, Chapter 190-41.1(G) of the Hoboken Municipal Code states that pavement markings for driveways shall not exceed the minimum necessary clearance to safely ingress and egress the driveway; and,

WHEREAS, it has been determined through *AutoTurn* modeling analyses conducted by Boswell Engineering that the minimum necessary clearance to safely ingress and egress a nine foot wide driveway is 15feets on streets with: (1) 28 foot curb-to-curb rights-of-way or less; and, (2) parallel parking on both sides of the street.

NOW, THEREFORE, BE IT RESOLVED, that the City of Hoboken amends its roadway design policy for all streets with a curb-to-curb right-of-way of 28 feet or less with curbside parking so that rectangular driveway pavement markings are to be striped 15 feet on-center of garage door openings.

BE IT FURTHER RESOLVED, that driveways leading to garage openings of less than eight feet shall not receive rectangular driveway pavements markings.

Meeting date: October 7, 2015

APPROVED:

_____
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____
Mellissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jennifer Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Bhalla				

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AMEND THE CONTRACT TO WEINER LESNIAK FOR SPECIAL LEGAL COUNSEL – CY2014 LAND USE COUNSEL TO THE CITY OF HOBOKEN IN AN INCREASED NOT TO EXCEED AMOUNT OF TWENTY THOUSAND DOLLARS ($20,000.00) FOR THE ORIGINAL CONTRACT TERM

WHEREAS, service to the City as Special Counsel – Land Use Counsel is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the City of Hoboken published its annual Request for Qualifications for the Professional Services of Special Legal Counsel-Land Use Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Weiner Lesniak responded to; and,

WHEREAS, the Administration determined that the firm can provide quality representation, and therefore a CY2014 contract was entered into with Weiner Lesniak per award of the City Council, which was thereafter amended to extend the term for the CY2014 matters thereunder, and the Council now wishes to amend that award further to increase funds by $20,000.00, with no change in the expiration date of the contract ($1,837.84 of the current not to exceed amount of $50,000.00 is still remaining as of 9/29/2015); and,

WHEREAS, **Weiner Lesniak** is hereby required to continue to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $20,000.00 is available in the following appropriation in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that the contract with Weiner Lesniak to represent the City as Special Legal Counsel- CY2014 Land Use Counsel be amended, with no change in the term, but for an increase in the total not-to-exceed amount by $20,000.00, for a new total not-to-exceed amount of Seventy Thousand Dollars ($70,000.00); and

BE IT FURTHER RESOLVED, the contract shall include the following term: Weiner Lesniak shall be paid maximum hourly rates of $150.00/hour for attorneys, $50.00/hour for paralegals, and $20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

BE IT FURTHER RESOLVED, this contract shall cover new litigation/legal matters, and new litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm's services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in

excess of the not to exceed amount; and

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Weiner Lesniak; and

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT RESOLVED, that this resolution shall take effect immediately upon passage.

Meeting date: October 7, 2015

APPROVED:

_____

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

_____

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE ACCEPTANCE OF AN EASEMENT FROM DELAWARE DELTA FOR A PUBLIC PARK AND/OR PUBLIC PLAYGROUND AT FIRST AND JACKSON

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DO ORDAIN AS FOLLOWS;

The **ATTACHED** Easement Agreement, and all attachments thereto, shall become legally valid, shall be properly executed by the Mayor or her designee, as provided by law, and shall be complied with and enforced by and on behalf of the City of Hoboken.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS
All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY
The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE
This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION FIVE: CODIFICATION
This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: OCTOBER 7, 2015

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Approved as to Legal Form:

_____
Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2015

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____
_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2015

_____
Dawn Zimmer, Mayor

PUBLIC OPEN SPACE EASEMENT AGREEMENT

BETWEEN

DELAWARE DELTA LLC

AND

THE CITY OF HOBOKEN

DATED: November , 2015

RECORD AND RETURN TO:

Attn: City of Hoboken
Office of Corporation Counsel
94 Washington Street
Hoboken, New Jersey 07030

PUBLIC OPEN SPACE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this day of November, 2015 by and between **DELAWARE DELTA LLC,** a Limited Liability Corporation, of the State of Delaware, having an address at2734 Kennedy Blvd. Jersey City, New Jersey, (hereinafter referred to as the "GRANTOR") and **THE CITY OF HOBOKEN,** a Municipal Corporation, of the State of New Jersey, having an address at 94 Washington Street, Hoboken, New Jersey 07030, (hereinafter referred to as the "GRANTEE").

WITNESSETH:

WHEREAS, GRANTOR is the owner in fee simple of that certain real property located in the City of Hoboken, Hudson County, New Jersey, commonly referred to as 651 First Street, Hoboken, New Jersey (Block 13 / Lot 15) and 90 Jackson Street, Hoboken, New Jersey (Block 13 / Lot 16), as more particularly depicted in Exhibit "A" attached hereto and made a part hereof, together with all improvements now or hereafter constructed thereon (collectively the "Property #1"), as well as 609-615 First Street, Hoboken, New Jersey (Block 15 / Lot 12) (hereinafter "Property #2"); and

WHEREAS, GRANTEE owns and operates the municipal corporation of the residents of the City of Hoboken, which seeks to have an open space area on the Property #1, for public park and/or recreation purposes; and

WHEREAS, as part of the settlement of litigation known as IMO Special Ruling of Landico Realty, Inc. t/a Nardine's Restaurant, New Jersey Office of Administrative Law Docket No. ABC-13574-2010N et al., the GRANTOR and the GRANTEE have agreed to enter into the within Easement Agreement for the Property #1;

WHEREAS, GRANTEE shall have an exclusive public space easement over the entire Property #1 as more particularly described herein, at EXHIBIT A, (hereinafter the "Easement Area"), for the right, privilege and authority to provide the public with an open public space, which

may include, in the GRANTEE's sole discretion, recreation, parkland, or playground space open and available to the public at large; and

WHEREAS, the Easement shall be temporary, and shall be for a period of Twenty (20) years, with a start date as of the date first written above; and

WHEREAS, this Agreement, and the Easement granted hereunder, shall have a term of Twenty (20) years, unless same is expressly extended by written agreement of the Parties.

WHEREAS, the GRANTEE and all of said successors expressly waive any proceedings against the GRANTOR as to eminent domain for any and all properties associated with the within Easement Agreement, **during the period of the easement, and if said easement remains intact without disturbance and/or termination for the entire twenty year term, then for an additional 10 years after the termination of the agreement; however, the GRANTEE shall have a right of first refusal, during this period of waiver of eminent domain, to any sale of any or all of the three properties of this Easement Agreement, whereby the GRANTEE shall have a right to purchase any or all of the three properties for One Dollar ($1.00) more than any fair market offer of purchase accepted by the GRANTOR for said property or properties, and no transfer of said properties shall be valid without written notice to the City of the intent of the GRANTOR to accept an offer of sale, and written notice from the City of its intent not to exercise its right of first refusal to purchase said property/properties**; and

WHEREAS GRANTOR hereby agrees, as part of this Easement Agreement, to demolish, in total, the current structure situated on Property #2 at its sole cost and expense on or before April 15, 2016; in the event GRANTOR fails or refuses to demolish the structure as required herein, the City shall have the right but not the obligation, commencing on April 16, 2016, as part of this Easement Agreement, to enter upon and demolish, in total or in part, the current structure situated on Property #2 and the costs of the demolition (which shall be obtained from the lowest responsive

and responsible bidder in accordance with the Local Public Contracts Law of the State of New Jersey) shall automatically and without contest become a municipal lien against the Property #2, said liens shall be for the expense of demolition only, and interest shall be assessed on said liens in accordance with applicable municipal lien law. The Parties further consent and agree that this is the sole remedy for failure of the GRANTEE to demolish by the date listed herein, and as such both Parties expressly waive their right to contest this provision via legal proceedings.

NOW THEREFORE, for and in full consideration, the adequacy of which both parties acknowledge, and for the mutual covenants and restrictions set forth herein, as well as for such other good and valuable consideration, the parties hereby agree as follows:

I. The preceding Whereas clauses shall each be incorporated into this Easement Agreement and made a part hereof, as if set forth at length herein.

II. GRANTOR, its successors and assigns, hereby grant an exclusive easement to the Easement Area known as Property #1 which shall be for the purpose of public open space, which may include parkland, recreation and/or playground purposes, as determined in the sole discretion of the GRANTEE.

III. The Easement Area shall consist of the entire Property #1, as heretofore described. This Easement shall be in accordance with Exhibit A, attached hereto.

IV. This Agreement, and the Easement granted hereunder, shall be for a term of Twenty (20) years, unless same is expressly extended by written agreement of the Parties as per the provision stated herein.

V. GRANTOR hereby agrees, as part of this Easement Agreement, to demolish, in total, the current structure situated on Property #2 at its sole cost and expense on or before April 15, 2016; in the event GRANTOR fails or refuses to demolish the structure as required herein, the City shall have

the right but not the obligation, commencing on April 16, 2016, as part of this Easement Agreement, to enter upon and demolish, in total or in part, the current structure situated on Property #2 and the costs of the demolition shall automatically and without contest become a municipal lien against the Property #2 as per the provision stated herein.

VI. GRANTEE shall have the right, but not the obligation, in its sole discretion, to use the Easement area for a public open space park, a public recreational area with improvements, or a public playground with improvements. During the term of the Easement the GRANTEE shall maintain the Easement Area, control all regulations relating to the use and occupancy of the Easement Area by the public, and GRANTEE shall pay any annual property taxes which may be assessed against the Property for the term of the Easement. GRANTOR shall take no action to impede the GRANTEE's use of this Easement Area as a public open space during the term of the Easement. All installation and construction costs associated with the improvement of the property as open space, a park, or a playground shall be obtained from the lowest responsible responsive bidder, and shall, upon payment by the City, automatically and without contest attach as a municipal lien against both of the taxable lots of Property #1 until paid in full with applicable interest, as allowed by law, subject to the terms and conditions of Section VII.c. of this Agreement.

VII. The GRANTOR further grants the GRANTEE, its agents, servants and assigns the right, privilege and access to use the Easement Area for the following purpose(s): (1) environmental testing on behalf of the GRANTEE by an authorized and approved Licensed Site Remediation Professional to determine whether the Easement Area is acceptable for use as a public park and/or for public open space; and, (2) to thereafter take any and all necessary action to remediate the Easement Area to the standards required to utilize the property as a public open space and/or public park, should the testing herein described demonstrate that the necessary legal standards are not currently met;

a. The GRANTEE agrees that any and all environmental work performed on the Easement Area and in association with the purposes of this Section shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

b. The GRANTEE shall undertake all testing and rehabilitation work of this Section VII at its sole upfront cost, which costs shall automatically and without contest attach as a municipal lien against both of the taxable lots of Property #1 until paid in full with applicable interest, as allowed by law; however, in addition to any lien status or lien rights created herein for said amounts, upon the occurrence of any of the following events at any time in the future, the total costs paid by the GRANTEE relating to the testing and rehabilitation of the Easement Area under this Easement Agreement shall be immediately repaid in full to the GRANTEE by the GRANTOR, or the same shall become a debt enforceable at law, in a summary proceeding in Superior Court,: (a) the sale, or transfer of majority interest of either lot of Property #1 by the GRANTOR, (2) the pulling of construction permits for the construction of any building or structure on the Easement Area, or (3) the dispossession of the GRANTEE from any of its easement rights in the Easement Area, whether by termination, revocation, or cancellation of the GRANTEE's easement rights by agreement, law, consent or decree.

c. Section VI and Section VII Lien Repayment Structure:

    i. If the within Easement is maintained for a period of between ten (10) years and fourteen (14) years and three hundred sixty four (365) days without any action, as herein described or otherwise, by the GRANTOR to impede, terminate, attempt to terminate, or otherwise restrict the GRANTEE's

easement rights hereunder, fifty percent (50%) of the total costs associated with this Section VI and VII shall be removed as a municipal lien against the Property #1, and shall become the sole responsibility of the GRANTEE with no right to recovery against the GRANTOR, and the other fifty percent (50%) of the total costs associated with this Section VII shall remain a municipal lien against the Property #1, and shall become the sole responsibility of the GRANTOR with no right to contest same against the GRANTEE.

ii. If the within Easement is maintained, for any reason, for a period between fifteen (15) years and nineteen (19) years and three hundred sixty four (364) days, despite the term of the within Easement Agreement, without any action, as herein described or otherwise, by the GRANTOR to impede, terminate, attempt to terminate, or otherwise restrict the GRANTEE's easement rights hereunder, seventy-five percent (75%) of the total costs associated with this Section VI and Section VII shall be removed as a municipal lien against the Property #1, and shall become the sole responsibility of the GRANTEE with no right to recovery against the GRANTOR, and the other twenty five percent (25%) of the total costs associated with this Section VII shall remain a municipal lien against the Property #1, and shall become the sole responsibility of the GRANTOR with no right to contest same against the GRANTEE.

iii. If the within Easement is maintained, for any reason, for twenty (20) years or more, in accordance with the agreed upon actual term of the within Easement Agreement, without any action, as herein described or otherwise, by the GRANTOR to impede, terminate, attempt to terminate, or otherwise

restrict the GRANTEE's easement rights hereunder, the Grantor's Easement shall be deemed consideration in full and as such GRANTEE expressly agrees that the GRANTOR shall bear zero percent (0%) of the total costs associated with this Section VI and Section VII, and GRANTEE shall become the solely responsible for all costs associated with this Section VI Section VII, in addition to waiving all rights to initiate legal proceedings as to recovery against the GRANTOR for the costs associated with VII; and, GRANTEE shall thereupon remove 100% of the liens against the Property which are associated with Section VI and Section VII.

VIII. GRANTEE's rights hereunder are exclusive and GRANTOR shall have no right to impede, interfere with, or otherwise dispossess any of the GRANTEE's rights to the Easement Area. The GRANTOR shall maintain the right to: (1) perform emergency work in the Easement Area, with prior written notice of at least forty-eight (48) hours to the GRANTEE; and, (2) grant additional, non-exclusive easements in, over, above, across or parallel to the Easement Area to one or more public utilities or public authorities, so long as the other easements do not interfere with GRANTEE's use and enjoyment of the rights granted hereunder. Any person, including the GRANTOR, who performs work in the Easement Area or otherwise impedes the Easement Area, as herein authorized, shall be required to take all reasonable and necessary measures to secure any and all of GRANTEE's property from damage, and to repair promptly any damage done to GRANTEE's property.

IX. GRANTEE acknowledges that the public may have access to the Easement Area and GRANTEE shall take all measures necessary, as and when necessary, to insure the safety of the public within the Easement Area. GRANTEE agrees that the public's use of the Easement Area shall be subject to the reasonable rules and regulations imposed by the GRANTEE, in the

GRANTEE's sole discretion, to the extent permitted by law. GRANTEE agrees to absolve and indemnify the GRANTOR of all liability, including, without limitation, death and serious bodily injury, relating to or in any way resulting from the use and enjoyment of the Easement Area by the GRANTEE.

X. Upon expiration of the Easement, the GRANTEE shall be responsible for returning the Easement Area back to a condition as good as or better than its original condition at the commencement of the Easement term, normal wear and tear excepted. Upon termination of the Easement, the GRANTOR shall execute an instrument indicating that the restoration has been completed to GRANTOR's satisfaction.

XI. Upon expiration of the Easement and satisfaction of all terms agreed to by the Parties, GRANTEE shall not unreasonably interfere in GRANTOR's rights to use the Property in a manner of his choosing.

XII. The Easement granted herein upon Property #1 shall be revocable only under the following conditions, with no exceptions or waivers allowable to these conditions: revocation in favor of GRANTOR may occur only in accordance with the terms as set forth in paragraph VII(b)(i, ii and iii); (2) One-hundred and eighty (180) days' notice of GRANTOR's intend to revoke the Easement; (3) full compliance with all reimbursement payments required to be made to GRANTEE under Section G.2., *supra*; The GRANTEE agrees to defend, indemnify and hold harmless GRANTOR, its officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury to any person or damage to any property attributable to the negligence of GRANTEE, GRANTEE's officers, agents and employees, in connection with GRANTEE's construction, operation and maintenance of any improvements to and its use of or presence on the Easement Area.

XIII. GRANTEE agrees to provide for general liability insurance in an amount of at least $1,000,000.00/$2,000,000.00, which shall include the GRANTOR and its officers and employees as additional insured. Said insurance policies shall have a thirty day notice of policy cancellation upon the GRANTOR. GRANTEE reserves the right to self-insure for these coverages.

XIV. The rights granted to and duties assumed by GRANTEE under this Easement shall run with the land, and may be assigned or delegated by GRANTEE with the prior written consent of GRANTOR, which shall not be unreasonably withheld.

XV. This Easement may be amended from time to time, as may be necessary, by mutual written consent of both parties; provided, however, that no amendment to the Easement shall be effective unless in writing, adopted by ordinance of the governing body, signed by both parties, and recorded according to applicable law with the Hudson County Clerk.

XVI. Both parties agree that time is of the essence and that time specifications contained herein, including without limitation, the demolition of the structure on the 609-615 First Street Property shall be strictly construed.

XVII. Both parties were represented by competent legal counsel of their own choosing during the drafting of this agreement, and this agreement shall not be construed in favor of or against either party. This agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey, without regard to its conflict of law provisions.

XVIII. Both parties agree that this Easement Agreement expresses all of the terms and obligations of the parties with respect to this Easement, and that no other terms or obligations, whether expressed or implied, shall be enforceable against the parties unless and until same are incorporated into this Agreement in writing and signed by both parties as a formal amendment to this Agreement. Both parties agree that any waiver in any term of this Agreement shall not

be construed as a general waiver of the terms and conditions herein.

IN WITNESS WHEREOF, this **EASEMENT AGREEMENT** is executed this 29th day of September, 2015 by the parties hereto who have set their hands and seals the day and year written below.

GRANTOR:

_____ Date: 9/29/15

John Zaklama on behalf of Delaware Delta, LLC

State of New Jersey

County of Hudson

SS: I certify on this 9th day of September, 2015 John Zaklama came before me as Director of Delaware Delta LLC (GRANTOR), and swore or affirmed, under oath, to (1) be the person named in as signatory for this document, and (2) signed sealed and delivered the herein Easement Agreement as his or her authorized act or deed on behalf of the entity named in this instrument.

Attest: _____ Corporate Seal:

John Zaklama (Manager)

State of New Jersey

County of Hudson

SS: I certify on this 9th day of September, 2015 John Zaklama came before me and swore or affirmed, under oath, to my satisfaction, to (1) be the maker of the within document, and (2) be authorized to and did execute the attestation of this instrument as James Farina, City Clerk of the City of Hoboken, the entity named in this instrument, and (3) executed the attestation of this instrument as his or her act or deed on behalf of the entity named in this instrument.

Notary: _____ Notary Seal:

Aiman I. Ibrahim, Esq.

OFFICIAL SEAL
AIMAN I. IBRAHIM, ESQ.
NOTARY PUBLIC - NEW JERSEY
My Comm. Expires May 16, 2018

GRANTEE:

_____ Date: _____

Mayor – Dawn Zimmer

State of New Jersey

County of Hudson

SS: I certify on this ___ day of ___, 2015 _____ came before me as Mayor of the City of Hoboken (GRANTEE), and swore or affirmed, under oath, to (1) be the person named in as signatory for this document, and (2) signed sealed and delivered the herein Easement Agreement as his or her authorized act or deed on behalf of the entity named in this instrument.

Attest: _____ City Seal:

James Farina, City Clerk

State of New Jersey

County of Hudson

SS: I certify on this ___ day of ___, 2015 _____ came before me and swore or affirmed, under oath, to my satisfaction, to (1) be the maker of the within document, and (2) be authorized to and did execute the attestation of this instrument as James Farina, City Clerk of the City of Hoboken, the entity named in this instrument, and (3) executed the attestation of this instrument as his or her act or deed on behalf of the entity named in this instrument.

Notary: _____ Notary Seal:

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL HOBOKEN CODE SECTION 60-11 AND REPLACE IT WITH UPDATED LANGUAGE IN ACCORDANCE WITH APPLICABLE LAWS AND LOCAL NECESSITY

WHEREAS, the Laws and Administrative Code of the State of New Jersey allow latitude in how each governmental entity may deal with emergency situations, and it has been recommended by the Business Administrator and Corporation Counsel that a formal policy be established in order to permit timely and appropriate response to emergencies; and

WHEREAS, N.J.S.A. 40A: 11-6d states "the governing body of the contracting unit may prescribe additional rules and procedures to implement the requirements of this section"; and

WHEREAS, N.J.A.C. 5:34-6.1(b) states "the governing body of each unit shall adopt rules or regulations as appropriate to the contracting unit....such rules or regulations shall include such provisions that ensure that if the initially designated individuals are not available, there is a designated chain of command...."

NOW, THEREFORE, BE IT ORDAINED, that upon recommendation of the Business Administrator and Corporation Counsel, the following policy is hereby established relative to the emergency procurement of goods and services:

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DO ORDAIN AS FOLLOWS:

THE ENTIRETY OF HOBOKEN CODE SECTION 60-11 SHALL BE REPEALED, AND REPLACED WITH THE FOLLOWING:

Hoboken Code Section 60-11 : Emergency Purchases

A. Criteria for Emergency Purchases: an emergency may exist **ONLY IF** it fulfills the requirements of an Emergency under N.J.A.C. § 5:34-6.1 and these guidelines:

1. The emergency is a specific, definable danger to the public health, safety, or welfare;
2. And the emergency actually exists or imminently will exist because of unexpected circumstances, AND it requires the immediate delivery of goods or services.
3. The emergency purchasing procedure can only be used IF the need for the emergency purchase of goods or services both: (a) could not have been reasonably foreseen; (b) AND has arisen notwithstanding a good faith effort to plan for required goods or services.
    a. An emergency:
        i. CANNOT be a failure to anticipate normal needs or project deadline dates.
        ii. CANNOT be the result of ignoring a situation known to be present;

B. Chain of Command

1. If the Director of a City Department believes an emergency exists, **the Director MUST immediately** notify, advise, and give sufficient information of the emergency to the following "**Notified Persons:**"
    i. The Business Administrator,
    ii. Or in his or her absence, the Mayor,
    iii. Or in his or her absence, the Director of the Office of Emergency Management,
    iv. Or in his or her absence, the Director of Public Safety.
    v. If none of the above is available, see below §1 (c).

b. The Director **MUST also**, in writing, on or before the first working day after the emergency, prepare and deliver to the Business Administrator, an "**Emergency Certification Form**" – ATTACHED Form A.
    i. The Emergency Certification Form will include the following:
        1. Sufficient detail of the nature and cause of the emergency, including whether it was unforeseen or unforeseeable, and why immediate purchasing action is required;
        2. A request for the goods and services that are required to mitigate the emergency;
        3. A certification of an existing or imminent emergency, and that there are not enough currently purchases supplies or services to respond to the emergency; and,
        4. The Signature of the Director.

c. IF an emergency occurs when none of the Notified Persons is available:
    i. The Director defer a purchasing decision until one of the Notified Persons becomes available. However, in making this decision, the Director shall weigh the potential damage to the public safety, health, or welfare that would be caused by a delay.
    ii. If the damage to the public would be great due to a delay in waiting for a Notified Person, the Director may purchase the necessary and proper materials or services.
        1. **NOTE**: EMERGENCY PURCHASES ARE COSTLY AND SHOULD BE KEPT TO A MINIMUM. THEY ARE USUALLY MADE HURRIEDLY, ON A NON-COMPETITIVE BASIS, AND AT TOP PRICES. MOST VENDORS CHARGE A PREMIUM WHEN SUPPLIES MUST BE OBTAINED IMMEDIATELY. BY AVOIDING EMERGENCY ORDERS, THE CITY WILL SAVE SUBSTANTIAL MONEY.
    iii. Any and all evidence and documentation of emergency purchases MUST be preserved by the Director, including but not limited to sales tickets, bills, delivery slips, and/or counter receipts which the supplier normally furnishes.

iv. This evidence MUST be attached to the "Emergency Certification Form" (ATTACHED FORM A) and be forwarded to the Business Administrator on the next work day following the date of purchase.

v. The Business Administrator may reject requests which are confirmation of orders if there is reason to believe no true emergency existed at the time of Purchase.

2. The Notified Person charged with approving the emergency purchase has the immediate responsibility to do the following:

   a. To always adhere to the policy adopted by the Code of the City of Hoboken, the Local Public Contracts Laws, and the New Jersey Administrative Code. Including, but not limited to:

      i. N.J.S.A. § 40A:11-6

      ii. N.J.A.C. § 5:34-6.1 et seq.

   b. To determine whether an emergency truly exists;

   c. To ensure there are sufficient funds to carry out the work in mitigating the emergency; and,

   d. To determine further appropriate action in accordance with § 3 and 4, infra.

3. IF the Notified Person charged with approving the emergency purchase finds there is no actual or imminent emergency, they must detail their reasons for denial in a written response to the Director within four (4) hours of the emergency purchase request.

4. IF the Notified Person charged with approving the emergency purchase finds there is an actual or imminent emergency that requires immediate delivery of goods or services, the Notified Person charged with approving the emergency purchase can choose between options (a) or (b) and must do (c):

   a. Immediately authorize a contract for the emergency procurement of the goods and services which must be subject to the stated Terms of Contract below, at Section5, and:

      i. During the next regular working day prepare a Resolution acknowledging the contract for Council action; and

      ii. Nofity the Mayor, the Director of Public Safety, and Corporation Counsel of the decision; or,

   b. **Prepare** a Resolution for Council action declaring the existence of an emergency and authorizing the Business Administrator to proceed with the procurement of the needed goods and services.

   c. Inform the Mayor, Corporation Counsel, and Office of Emergency Management of the nature and extent of the emergency and what actions have or will be taken, in writing.

5. In determining whether to apply Section 4a or 4b, the Notified Person charged with approving the emergency purchase should solely measure the possible consequences to the public health, safety, or welfare which might result due to delay by waiting for the Council of the City of Hoboken to convene on the emergency.

6. The terms of the Contract for an Emergency Purchase must follow N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1:

a. Emergency contracts do not require contract bidding:
    i. But, whenever practicable, the Business Administrator will attempt to obtain at least two written quotes for the goods and services necessary to resolve the emergency.
    ii. If any quotes are received verbally, the Business Administrator must document the quotes, in writing, indicating the name of the vendor and the price quoted.
b. The contract awarded must be limited to the immediate needs of the emergency:
    i. Limited in time
    ii. Limited in spending
c. The Emergency Purchasing Procedure cannot be used to enter into a contract for greater than six (6) months.

7. The City of Hoboken will be bound by any contract made by the Business Administrator which is made in accordance with this Article.
8. Within 30 days of issuing the emergency contract, the Business Administrator MUST submit an "Emergency Procurement Report" (ATTACHED FORM B) to the Director of the Division of Local Government Services.
    a. Exception: If the Governor has formally declared an emergency in New Jersey, the Business Administrator does not have to file an Emergency Procurement Report.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS
All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY
The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE
This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION FIVE: CODIFICATION
This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: OCTOBER 7, 2015

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Approved as to Legal Form:

_____

Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2015

_____

James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____

_____

_____

_____

_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2015

_____

Dawn Zimmer, Mayor

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 59A ENTITLED "DEPARTMENT OF PUBLIC SAFETY" TO GIVE THE MAYOR AND DIRECTOR OF THE DEPARTMENT OF PUBLIC SAFETY AUTHORITY TO APPROVE INTERNAL RULES AND REGULATIONS OF THE FIRE DEPARTMENT IN ACCORDANCE WITH N.J.S.A. 40A:14-7

WHEREAS, N.J.S.A. 40A:14-7 requires provisions for the maintenance, regulation and control of the Fire Department to be ordained; and,

WHEREAS, the City seeks to allow for Internal Rules and Regulations for its Fire Department, but believes the Mayor and Director of Public Safety are best positions to approve and authorize these Internal Rules and Regulations.

NOW, THEREFORE, the City Council of the City of Hoboken does hereby Ordain as follows (additions noted in underline, ~~deletions noted in strikethrough~~):

SECTION ONE: AMENDMENTS TO HOBOKEN CODE CHAPTER 59A

Hoboken Code § 59A-29 Establishment; functions.

There is hereby established a Division of Fire in the Department of Public Safety, which shall be responsible for providing fire prevention and fire protection in the City. The Division of Fire shall also be responsible for enforcement of state statutes, rules and regulations and City ordinances governing fire prevention. The Mayor, or his/her authorized designee, and the Director of Public Safety shall have the authority to authorize and approve Internal Rules and Regulations for the Division of Fire, and its employees, and revise same as necessary, by Executive Order.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and publication as provided by law.

SECTION FIVE: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: October 7, 2015

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				
Peter Cunningham				
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Ravi Bhalla, Council President				

Approved as to Legal Form:

_____
Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2015

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____
_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2015

_____
Dawn Zimmer, Mayor