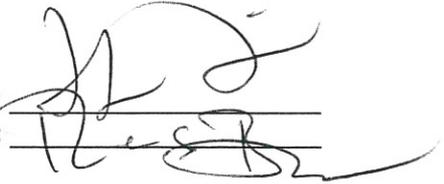


Introduced by: _____
Seconded by: _____



**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 WITH SPECIAL COUNSEL FLORIO KENNY
& RAVAL RELATING TO THE SETTLEMENT OF THE PENDING
TORT CLAIM MATTER KNOWN AS GAGILANO V CITY OF
HOBOKEN D/O/L: JULY 20, 2012 ; CLAIM NO. 001150877**

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 **GAGILANO V CITY OF HOBOKEN D/O/L: JULY 20, 2012 ; CLAIM NO. 001150877**; and

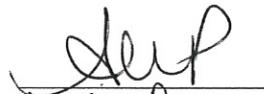
WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding pending settlements of the type listed herein; and,

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: June 15, 2016

APPROVED AS TO FORM:



Anusia Proko
Interim Corporation Counsel

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

JUN 15 2016



CITY CLERK

Introduced by:
Seconded by:

[Handwritten signatures]

**CITY OF HOBOKEN
RESOLUTION NO.: _____**

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND,
SPECIFICALLY, MATTERS OF ATTORNEY CLIENT PRIVILEGE
WITH SPECIAL COUNSEL RON CUCCHIARO, ESQ. RELATING
TO THE PIER 13 LEGAL ISSUES**

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) for matters falling within attorney client privilege (for legal guidance on matters for which confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer); and

WHEREAS, the City seeks to enter into such a closed session for purposes of obtaining legal advice from the City's legal counsel, Ron Cucchiaro, Esq. regarding the Pier 13 legal issues; 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 ongoing litigation matters 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 matters discussed therein will be made available to the public.

MEETING: June 15, 2016

APPROVED AS TO FORM:

[Handwritten signature]

Walter Anzalone
Corporation Counsel

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUN 15 2016**

[Handwritten signature]

CITY CLERK

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO.: _____**

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND,
SPECIFICALLY, MATTERS OF ATTORNEY CLIENT PRIVILEGE
WITH SPECIAL COUNSEL RON CUCCHIARO, ESQ. RELATING
TO MILE SQUARE THEATRE AND AFFORDABLE HOUSING**

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) for matters falling within attorney client privilege (for legal guidance on matters for which confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer); and

WHEREAS, the City seeks to enter into such a closed session for purposes of obtaining legal advice from the City's legal counsel, Ron Cucchiaro, Esq. regarding Mile Square Theatre and Affordable Housing; and

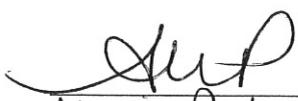
WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding ongoing litigation matters of the type listed herein; and,

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 matters discussed therein will be made available to the public.

MEETING: June 15, 2016

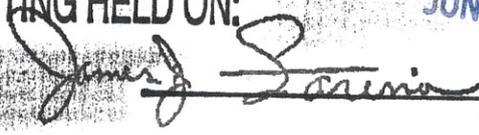
APPROVED AS TO FORM:



Alycia Proho
Corporation Counsel

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

JUN 15 2016



James J. Savino

CITY CLERK

Introduced by: _____
Seconded by: _____



**CITY OF HOBOKEN
RESOLUTION NO.: _____**

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND,
SPECIFICALLY, MATTERS OF ATTORNEY CLIENT PRIVILEGE
WITH SPECIAL COUNSEL RON CUCCHIARO, ESQ. RELATING
TO THE NEGOTIATION OF A REVISED DEVELOPER'S
AGREEMENT AND A TITLE 39 REQUEST FOR MAXWELL PLACE**

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) for matters falling within attorney client privilege (for legal guidance on matters for which confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer); and

WHEREAS, the City seeks to enter into such a closed session for purposes of obtaining legal advice from the City's legal counsel, Ron Cucchiaro, Esq. regarding to the negotiation of a revised developers agreement and a Title 39 request for Maxwell Place; and

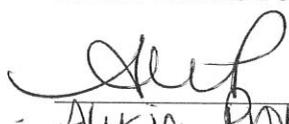
WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding property negotiation matters of the type listed herein; and,

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 matters discussed therein will be made available to the public.

MEETING: June 15, 2016

APPROVED AS TO FORM:



Alysia Prozo
Corporation Counsel

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

JUN 15 2016



CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUN 15 2016

SPONSORED:
SECONDED:



CITY OF HOBOKEN
RESOLUTION NO. _____



~~RESOLUTION GRANTING FLORIO KENNY & RAVAL SETTLEMENT AUTHORITY IN
THE GENERAL LIABILITY MATTER KNOWN AS GAGILANO V CITY OF HOBOKEN~~
D/O/L: JULY 20, 2012 ; CLAIM NO. 001150877 IN AN AMOUNT UP TO THE AMOUNT
SUGGESTED BY DENNIS LALOIA TO ALYSIA PROKO IN HIS MAY 19, 2016 EMAIL

WHEREAS, the City of Hoboken is currently involved in a tort claim with Plaintiff Gagilano (GAGILANO V CITY OF HOBOKEN D/O/L: JULY 20, 2012 ; CLAIM NO. 001150877); 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 May 19, 2016 email from Dennis Laloia to Alysia Proko; and,

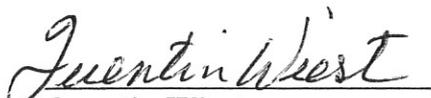
WHEREAS, after legal guidance from Florio Kenny & Raval, the City Council finds its suggested monetary settlement amount to be reasonable, and in the best interest of the City.

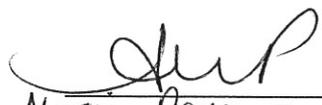
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that Florio Kenny & Raval is hereby authorized to settle the matter of the tort claim with Plaintiff Gagilano (GAGILANO V CITY OF HOBOKEN D/O/L: JULY 20, 2012 ; CLAIM NO. 001150877) in an amount up to the monetary amount suggested by way of a May 19, 2016 email from Dennis Laloia to Alysia Proko.

Meeting date: June 15, 2016

Approved as to Content:

Approved as to Form:


Quentin Wiest
Business Administrator


Alysia Proko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham			✓	
Michael Defusco				✓
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello			✓	
Ruben Ramos Jr.	✓			
Michael Russo				✓
President Giattino	✓			

Introduced by: [Signature]
 Seconded by: [Signature]

**CITY OF HOBOKEN
 RESOLUTION NO. : _____**

**RESOLUTION TO AUTHORIZE ACCEPTANCE OF REQUEST FOR ENFORCEMENT OF MOTOR VEHICLE
 AND TRAFFIC REGULATIONS ON CERTAIN PRIVATE STREETS WITHIN
 MAXWELL PLACE CONDOMINIUM COMPLEX**

WHEREAS, the Maxwell Place Condominium Association, Inc. ("Association") has requested via correspondence to the City Clerk dated June 8, 2016 that the City of Hoboken exercise enforcement powers on private streets as set forth in the Amended and Restated Developers Agreement between the City of Hoboken and P.T. Maxwell LLC and Maxwell Place Condominium Association and City of Hoboken Planning Board with respect to the area commonly known as Sinatra Drive North between Sinatra Drive and 12th Street under the control of the Association pursuant to N.J.S.A. 39:5A-1 ("Title 39"); and

WHEREAS, this request is in accordance with the multiple Planning Board approvals in this matter; and,

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to accept this request for Title 39 enforcement; and,

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting Date: June 15, 2016

APPROVED:

[Signature: Quentin Wiest]
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

[Signature: Alysia Proko]
 Acting [Signature]
 Alysia Proko, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain	Present	Absent
Ravinder Bhalla	/				
Peter Cunningham	/				
Michael Defusco	/				
James Doyle	/				
Tiffanie Fisher	/				
David Mello	/				
Ruben Ramos, Jr.	/				
Michael Russo	/				
President Jennifer Giattino	/				

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

JUN 15 2016

[Signature: James J. Sarcina]
 CITY CLERK

Introduced by: [Signature]
Seconded by: [Signature]

CITY OF HOBOKEN
RESOLUTION NO. : ___

RESOLUTION TO AUTHORIZE EXECUTION OF THE ATTACHED AMENDED AND RESTATED DEVELOPER'S AGREEMENT BETWEEN THE CITY OF HOBOKEN AND P.T. MAXWELL, LLC AND MAXWELL PLACE CONDOMINIUM ASSOCIATION AND THE CITY OF HOBOKEN PLANNING BOARD

WHEREAS, the City wishes to enter into the attached Amended and Restated Developer's Agreement with P.T. Maxwell, LLC and Maxwell Place Condominium Association and the City of Hoboken Planning Board; and

WHEREAS, the Amended and Restated Developer's Agreement serves as the agreement between the parties regarding the development of the property in accordance with the Planning Board approvals; and,

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached Agreement with P.T. Maxwell, LLC and Maxwell Place Condominium Association and the City of Hoboken Planning Board, and take any and all other action to effectuate the Agreement, and the terms thereunder; and,

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting Date: June 15, 2016

APPROVED:
[Signature: Quentin Wiest]
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
[Signature: Alysia Proko]
Alysia Proko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher			✓	
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUN 15 2016

[Signature: James J. Sarcina]

CITY CLERK

June 8, 2016

VIA FEDEX

Mr. James J. Farina
Clerk, City of Hoboken
City Hall
Newark & Washington Streets
Hoboken, New Jersey 07030

Re: Title 39 Request for Enforcement of Motor Vehicle and Traffic Regulations on Certain Private Streets Within Maxwell Place Condominium Complex (the "Condominium")

Dear Mr. Farina:

This firm represents Maxwell Place Condominium Association, Inc. (the "Association"), the governing association of the above-captioned Condominium. In accordance with the testimony provided by Tina Hahn at the May 5, 2015 Hoboken Planning Board meeting, the Association hereby requests enforcement of Subtitle 1 of Title 39 of the Revised Statutes of New Jersey and the provisions of the Code of the City of Hoboken pertaining to traffic, parking and motor vehicles on a certain privately owned street in the Condominium. This request is made pursuant to N.J.S.A. 39:5A-1 and in conformance with Condition 6 of the Resolution of Approval for the Application of P.T. Maxwell, LLC approved by the Hoboken Planning Board on May 5, 2015 and duly adopted on June 2, 2015 and the terms of Section 46 of the Developer's Agreement between 1101-1125 Hudson Street, LLC and the City of Hoboken dated September 4, 2003. The Association requests that Title 39 enforcement begin immediately upon the City of Hoboken's approval of this Title 39 request.

The street on which Title 39 enforcement is requested is:

Sinatra Drive North between 12th Street and Frank Sinatra Drive

The name and post office address of the Association is as follows:

Maxwell Place Condominium Association, Inc.
1100 Maxwell Lane
Hoboken, New Jersey 07030

Mr. James J. Farina
Page 2

June 8, 2016

Thank you for your cooperation and assistance with our request. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Karim Kaspar /MT

Karim G. Kaspar

cc: Mayor Dawn Zimmer
Tina Hahn
Ronald D. Cucchiaro, Esq.
Alysia M. Proko, Esq.

30337/4
6/8/16 42367822.2

PREPARED BY:

Glenn S. Pantel, Esq.

AMENDED AND RESTATED DEVELOPERS AGREEMENT

BETWEEN

THE CITY OF HOBOKEN

AND

P.T. MAXWELL LLC

AND

MAXWELL PLACE CONDOMINIUM ASSOCIATION

AND

CITY OF HOBOKEN PLANNING BOARD

DATED: June __, 2016

RECORD AND RETURN TO:

**Attn: City of Hoboken
Office of Corporation Counsel
94 Washington Street
Hoboken, New Jersey 07031**

AMENDED AND RESTATED DEVELOPER'S AGREEMENT

THIS **AMENDED AND RESTATED DEVELOPER'S AGREEMENT** (the "Agreement") is made as of the ____ day of June, 2016 ("the date hereof") by and between **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 "City"), **P.T. MAXWELL LLC**, a limited liability company of the State of New Jersey, having an address at 1125 Hudson Street, Hoboken, New Jersey 07030 (hereinafter referred to as the "Developer"), **MAXWELL PLACE CONDOMINIUM ASSOCIATION**, a nonprofit corporation of the State of New Jersey, having an address at 1125 Hudson Street, Hoboken, New Jersey 07030 (hereinafter referred to as the "Association"), and **CITY OF HOBOKEN PLANNING BOARD**, a duly authorized municipal planning board of the City of Hoboken, having an address at 94 Washington Street, Hoboken, New Jersey 07030 (hereinafter referred to as the "Board"), all of which are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer received preliminary site plan approval and preliminary major subdivision approval for a Planned Unit Development (hereinafter referred to collectively as the "original approvals") from the Board in a resolution memorialized on March 4, 2003 (a copy of which is attached hereto as Exhibit A, for property then known as a portion of Block 261, Lot 1, as then shown on the City's tax map, which was then commonly referred to as 1101-1125 Hudson Street, Hoboken, New Jersey, and which property is now shown as Lot 1 in Block 261.01, Lot 1 in Block 261.02, Lot 1 in block 261.03, Lot 1 in Block 261.04, and Lot 1 in Block 261.07 on the Final Major Subdivision Plat of Maxwell Place on the Hudson, filed as Map #4049

in the office of the Hudson County Register, consisting of 3 sheets (hereinafter referred to as the “Premises”); and

WHEREAS, the predecessor in interest to the Developer (1101-1125 Hudson Street, LLC), the City and the Board entered into a Developer’s Agreement (hereinafter referred to as the “Original Agreement”), attached hereto as Exhibit B, dated September 4, 2003, regarding the Premises, pursuant to the original approvals; and

WHEREAS, on or about February 13, 2015, Developer transferred to the Association title to the aforesaid Block 261.07, Lot 1 which contains the private roadways within the Premises, namely Maxwell Lane, Sinatra Drive North between Frank Sinatra Drive and 12th Street, and 11th Street between Hudson Street and Sinatra Drive North (collectively, the “Private Roadways”); and

WHEREAS, on or about April 10, 2014 Developer applied for an amendment to the original approvals, which was granted by the Board in its Resolution of Approval of the Application of P.T. Maxwell LLC, memorialized on June 2, 2015 (hereinafter referred to as the “Revised Approval”), attached hereto as Exhibit C;

WHEREAS, as a consequence of the new terms and conditions of the Revised Approval, and in satisfaction of condition #18 of the Revised Approval, the Parties are hereby amending certain provisions of the Original Agreement, in order to properly effectuate the requirements of the Revised Approval; and

WHEREAS, consequently, the Developer, the City and the Board hereby intend to amend and restate the previously executed Original Agreement, including the addition of the Association as a party solely for the purpose of its confirming that, as set forth below in this

Agreement, it shall (a) grant to the City a certain public access easement over the Private Roadways which shall be maintained by the Association in accordance with the terms of that easement, and (b) submit to the City a certain Title 39 request with respect to, and prohibit parking along, Sinatra Drive North between Sinatra Drive and 12th Street.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the sufficiency of which is acknowledged by all Parties, it is agreed by and between the Parties as follows:

1. The Original Agreement is hereby restated, as if fully written herein, and shall be incorporated by reference herein, except to the extent this Agreement amends or conflicts with same, whether expressed or implied, in which instance the express terms of this Agreement shall govern.

2. Developer shall comply with conditions #1 through #20 of the Revised Approval, except that the Association shall have exclusive responsibility for complying with conditions #6, #7, #14, and #16 of the Revised Approval, and it shall do so in the following manner.

- a. As to condition #6 (requiring the submittal of a Title 39 request for the portion of Sinatra Drive North between Sinatra Drive and 12th Street), the Association has delivered to the City Council, and the City Council shall approve, concurrently with its approval and execution of this Agreement, the Title 39 request in the form attached hereto as Exhibit D; and
- b. As to conditions #7 (requiring the grant of an access easement granting public access over the Private Roadways), #14 (confirming the Association's obligation to maintain the Private Roadways), and #16

(prohibiting parking along Sinatra Drive North between Sinatra Drive and 12th Street), the Association has delivered to the City Council, and the City Council shall accept, concurrently with its approval and execution of this Agreement, the access easement in the form attached hereto as Exhibit E.

3. The following shall be conditions precedent to the rights of Developer to implement the terms and conditions of the Revised Approval:

- a. Developer shall submit any new construction, roadway, and streetscape plans to the Planning Board Engineer and Board, and such plans shall be reviewed and approved by the Planning Board Engineer in the form of an engineering review letter and shall take into account all of the conditions set forth in the Revised Approval including, without limitation, conditions #8, #9, #10, #11, #12, #13, #14, #15, #16, and #19.
- b. Developer shall submit updated:
 - i. Site performance bonds and performance guarantees in accordance with Paragraph 20 of the Original Agreement, but pertaining only to improvements newly required by the Revised Approval;
 - ii. Maintenance bonds and maintenance guarantees in accordance with Paragraph 22 of the Original Agreement, but pertaining only to improvements newly required by the Revised Approval;

- iii. Escrow funds for professionals in accordance with Paragraph 15 of the Original Agreement, but pertaining only to improvements newly required by the Revised Approval; and
- iv. Certificates of insurance in accordance with Paragraph 36 of the Original Agreement.

4. Developer shall apply, within 180 days of the date of the approval of the revised plans by the Planning Board Engineer pursuant to Section 3.a above, for necessary building permits required to install the improvements approved by the Revised Approval, in the event any such building permits are required.

5. Paragraph 28 of the Original Agreement is hereby amended to include a requirement to comply with the Revised Approval in accordance with the provisions of this Agreement.

6. This Agreement may be amended from time to time, as may be necessary, by mutual written consent of all Parties; provided, however, that no amendment to this Agreement shall be effective unless in writing, adopted by formal approval of each Party, and signed by all Parties.

7. All 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.

8. All Parties agree that this Agreement expresses all of the terms and obligations of the Parties with respect to the Premises, and that no other terms or obligations, whether expressed or implied, shall be enforceable against any Parties unless and until same are incorporated into this Agreement in writing and signed by all Parties as a formal amendment to this Agreement. All Parties agree that any waiver of any term of this Agreement shall not be construed as a general waiver of the terms and conditions herein.

[Signatures to follow on next page]

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto set their hands and seals the day and year first written above.

ATTEST:

CITY OF HOBOKEN

JAMES FARINA, RMC
CITY CLERK

By: _____
DAWN ZIMMER
MAYOR

ATTEST:

P.T. MAXWELL LLC

By: _____
Name: _____
Title: _____

ATTEST:

CITY OF HOBOKEN PLANNING BOARD

PATRICIA CARCONE
BOARD SECRETARY

By: _____
GARY HOLTZMAN
CHAIRPERSON OF PLANNING BOARD

The Association executes this Agreement solely for the purpose of confirming its obligation to comply with conditions #6, #7, #14, and #16 of the Revised Approval in conformance with Section 2 hereof, and the Association further acknowledges its notice of this Agreement and confirms that it has no objection to same.

ATTEST:

MAXWELL CONDOMINIUM ASSOCIATION

ASSOCIATION SECRETARY

By: _____
Name: _____
Title: _____

STATE OF NEW JERSEY)
) SS:
COUNTY OF HUDSON)

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the subscriber, personally appeared DAWN ZIMMER, who I am satisfied is the person who signed the within instrument, and I having first made known to her the contents thereof, she thereupon acknowledged that she signed, sealed with the corporate seal and delivered the said instrument in her capacity as Mayor of the City of Hoboken, a municipal corporation of the State of New Jersey, and that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Council.

JAMES FARINA, Clerk

Signed and sworn to before
me on _____, 2016

Notary Public

STATE OF NEW JERSEY)
) SS:
COUNTY OF HUDSON)

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, who I am satisfied, is the _____ of Maxwell Condominium Association, the corporation named in and which executed the foregoing instrument for and on behalf of said corporation, and acknowledged that said instrument was made by said corporation as the voluntary act and deed of said corporation.

By:
Title:

Signed and sworn to before
me on _____, 2016

Notary Public

Exhibit A
(Original Approval Resolution)

Exhibit B
(Original Developer's Agreement)

Exhibit C
(Revised Approval Resolution)

Exhibit D
(Title 39 Request)

Exhibit E
(Form of Access Agreement)

RESOLUTION OF APPROVAL

APPLICATION OF P.T. MAXWELL, LLC

IN THE MATTER OF : PLANNING BOARD OF
P.T. MAXWELL, LLC : CITY OF HOBOKEN
: BLOCK 261.01, LOT 1
: BLOCK 261.02, LOT 1
: BLOCK 261.03, LOT 1
: BLOCK 261.04, LOT 1
: 1101-1125 HUDSON STREET

WHEREAS, P. T. Maxwell, LLC has requested Amended Final Site Plan Approval pursuant to N.J.S.A. 40:55D-50 to permit southbound traffic flow on Sinatra Drive North between 12th Street and Frank Sinatra Drive; for left hand turns from Sinatra Drive North onto Frank Sinatra Drive; for traffic on Sinatra Drive North to continue southbound on Sinatra Drive North across the intersection with 12th Street; the addition of three (3) loading zones on 11th Street; and parking along the eastern side of Sinatra Drive North on the property located at Block 261.01, Lot 1; Block 261.02; Lot 1; Block 261.03, Lot 1; Block 261.04, Lot 1 on the tax map of the City of Hoboken, being commonly known as 1101-1125 Hudson Street, Hoboken, New Jersey and said premises being in the 1-I (W) Zone; and

WHEREAS, the applicant previously obtained Preliminary and Final Site Plan approval; and

WHEREAS, the Board held public hearings on said application on November 6, 2014 and May 5, 2015; and

WHEREAS, the applicant has provided adequate notice of the application and the hearing in accordance with N.J.S.A. 40:55D-12; and

WHEREAS, the applicant was represented by Counsel, Glenn S. Pantel, Esquire; and

WHEREAS, the Board has heard the testimony and evidence presented by the applicant, and has received comments from the public.

NOW, THEREFORE BE IT RESOLVED, that the Planning Board of the City of Hoboken, County of Hudson and State of New Jersey, made the following findings of fact:

Meeting of November 6, 2014:

1. The Board found the application complete.
2. According to the application, the applicant is seeking to amend the previously approved Final Site Plan approval.
3. Based upon the comments of applicant's Attorney, Glenn S. Pantel, Esquire, the Board heard the following:
 - A. The applicant is seeking an amendment to the final site plan to maintain the existing flow of traffic on Sinatra Drive North in a southerly direction as it approaches Frank Sinatra Drive.
 - B. The plan would also encompass moderate modifications to the parking areas along the roadway.
4. Based upon the sworn and qualified testimony of the applicant's Professional Traffic Engineer, Yianni Maris, P.E., the Board made the following findings of fact:
 - A. A year ago a review of the intersection of 12th Street and Sinatra Drive North showed that there was a lack of traffic control at the intersection.
 - B. After some projections, it was determined that the intersection would work better if it was maintained as a southbound roadway.
 - C. A meeting with members of City staff provided the applicant with a conceptual plan of what they thought the roadway ought to look like – including bicycle lanes, parking, striping and signage.
 - D. The applicant revised their plan to provide a safe roadway for bicycles which will connect to the existing and planned bicycle routing throughout the City.
 - E. The overall projections indicate that if the traffic flow on Sinatra Drive North travel is northbound, there will be more diversions away from Hudson Street than if traffic travels southbound. If it remains southbound and left turns continue to be prohibited, traffic is forced to turn right on Frank Sinatra Drive to Hudson Street and there will be heavier traffic trying to make a left turn at that intersection. To keep the traffic low, it is necessary to permit left-hand turns at Sinatra Drive

North because cars will divert away from Hudson Street.

Therefore, southbound traffic with the left turn, which reduces the diversions, creates a safer condition than either changing to northbound traffic or keeping the existing southbound traffic with no left turn permitted on Frank Sinatra Drive from Sinatra Drive North.

If traffic on Sinatra Drive North was changed to two-way flow, there will be diversions away from Hudson Street in both directions, which would improve vehicular circulation, but increase hazards to pedestrians and bicyclists. Sinatra Drive North is 30 feet wide, 15 feet per each direction. There would not be any room for a bicycle lane. Overall, there would be more traffic and it would be less safe.

- F. An analysis of the intersection at 11th Street, Hudson and Sinatra Drive during weekdays during rush hour traffic (6:00 to 8:00 p.m.) shows that a backup from Sinatra Drive occurs ten hours a week, two hours during rush hour.
5. Based upon the sworn and qualified testimony of the applicant's Professional Traffic Engineer, Yianni Maris, the Board made the following finding of facts:
- A. Maxwell Place is bounded on the west by Hudson Street, on the east is the river and Frank Sinatra Drive, to the north is 12th Street and to the south is bounded by Frank Sinatra Drive.
 - B. The applicant proposes to add a stop sign on the southbound side of Sinatra Drive North at its intersection with 12th Street.
 - C. The applicant is not proposing any changes to the intersection of 12th Street and Maxwell Lane. There are existing stop signs in place.
 - D. The applicant is not proposing any changes to the intersection of 12th Street and Hudson. This is a signalized intersection. However, because of a problem on 12th Street of people double parking to run into the Starbucks, the applicant proposes installing

temporary bollards a few feet off of the existing curb to deter people from double parking there.

- E. West of Hudson Street are existing bicycle lanes. The applicant proposes to continue the bicycle lanes through 11th Street all the way to Sinatra Drive North. There will be one-way on each side.
- F. The travel lane will be 16 feet wide and there will be parking on the curb side.
- G. There will be loading zones in front of the buildings in the middle of the block. The bicycle lanes will continue east of there.
- H. South of the 11th Street and Maxwell Lane intersection, the applicant proposes adding a solar powered blinking pedestrian crossing mid-block.
- I. Continuing south to the intersection of Sinatra Drive North with Sinatra Drive, the applicant proposes creating 8-foot bump-outs that will move the stop bar closer to the intersection to improve visibility to make it safer to make right hand turns.
- J. The applicant will add striping to restrict the turns to right-hand only turns.
- K. Fifty-two (52) parallel parking spaces will be added on the north and south side of 11th Street. Currently there is no parking on 11th Street.
- L. Two (2) of those spaces will be handicapped parking spaces; one south of 11th Street and one north of 11th Street.
- M. Between Hudson and Maxwell, on the north side, a three space area will permit no parking between 7:00 a.m. and 7:00 p.m. because that area will be used as a drop-off lane.
- N. South of Maxwell and Sinatra Drive North, another area of four parking spaces will also be restricted from parking between 7:00 a.m. and 7:00 p.m. as this area will be used as a drop-off lane as well.

- O. Applicant is proposing two bicycle lanes on Frank Sinatra Drive North – one bike lane going south on the west side of the road and one bike lane going north on the east side of the road.
- P. The City is proposing that the bicycle lanes be flipped to show the northbound bike lane on the east side of the road to be closest to the curb and the sidewalk and have parking immediately west of the bike lane. It was thought that it may be safer for the bicyclist. Mr. Maris disagreed and a discussion of various solutions was addressed.
- Q. His overall projections indicate that if traffic flow is changed to northbound, there will be more diversions away from Hudson Street than if you have your traffic southbound. If it remains southbound and left turns on Sinatra Drive remain prohibited, traffic will be forced to Hudson Street to make the left turn and there will be heavier traffic at that intersection. To improve traffic flow, permit left-hand turns at Frank Sinatra Drive because cars will divert away from the Hudson Street intersection.

If traffic on Sinatra Drive North was changed to two-way flow, there will be diversions away from Hudson Street in both directions, which would improve vehicular circulation on Hudson Street, but increase hazards to pedestrians and bicyclists on Sinatra Drive North, which is 30 feet wide, 15 feet per each direction. There would not be any room for a bicycle lane. Overall, there would be more traffic and it would be less safe.

- 6. Based upon the sworn testimony of Brian Wagner, 930 Hudson Street, a leader of "Bike Hoboken", the Board made the following findings of fact:
 - A. He commented that a safer scenario would be to move parking to the west side of the street and put a cycle track (which is northbound and southbound) on the east side.
 - B. He felt this would be a better plan because approaching the protected bike lane on the waterfront,

which is Newark to Fourth Street; the City has plans to eventually connect that to Sinatra Drive.

- C. If that is connected going north, that will provide a logical turn point into Sinatra Drive North behind the Boathouse and will bring them up along the waterfront towards the Tea Building, and connect them at Weehawken Cove North and bring them contiguously up towards the George Washington Bridge.
7. Matthew Begley, of 1125 Maxwell Lane, is concerned about all existing traffic problems in this section of the City. He discussed the loading zones and he stated his concern about changing parking from the east side of the street to the west side of the street will be a major challenge since that was never agreed upon. He did like the idea of making a left-hand turn to continue down Sinatra Drive southbound, but thinks it should be better marked and redesigned to make it safer.
 8. Tina Hahn, 1025 Maxwell Lane, Apartment 509, with respect to the bicycle lanes, she fully agrees with Brian Wagner's suggestion that a two-way bike lane on the east side should be installed.
 9. Shirael Pollack, of 1025 Maxwell Lane, Apartments 714 and 715, states that she is one of the first residents to live at 1025 Maxwell Lane and is very familiar with the car traffic patterns as well as the foot traffic patterns. She thinks it is important to note that this area is a unique situation because of the 830 apartments on one block, a Montessori school, two Bright Horizon Schools, a frozen yogurt place and other businesses. There are a lot of children in the area who use the parks and the outdoor space who we want to keep safe. Therefore, she finds the current traffic pattern is working and Frank Sinatra Drive North needs to stay southbound.
 10. Anthony DeSantis, of 1125 Maxwell Lane, Apartment 546, thinks that adding bollards on the bicycle lanes would not be aesthetically pleasing. He also stated that putting the bicycle lane on the inside of the road does not allow a biker to have the flexibility to maneuver out of the way of cars, potholes, glass, etc.

He thinks they should stay consistent with 11th Street, there being no meters on 11th Street with permit parking on one side and resident parking on the other side.

11. Tom Harkins, of 1025 Maxwell Lane, Apartment 207, stated that the intersection of 12th Street and Sinatra Drive is a dangerous intersection and thinks adding the stop sign and correcting the odd shape is necessary to avoid any tragedy.
12. Based upon the sworn testimony of the Director of Transportation and Parking for the City of Hoboken, John Morgan, the Board made the following findings of fact:
 - A. The metered hour parking in the City of Hoboken is 9:00 a.m. until 9:00 p.m. with a two-hour limit, Monday through Saturday. There is no metered parking on Sunday.
 - B. The applicant is proposing to change that for this site to the exact opposite. There will be no parking from 7:00 a.m. until 7:00 p.m.
 - C. Residential permit parking is available 24-hours a day.
 - D. The standard hours for loading zones are usually 7:00 a.m. until 4:00 p.m. – or 8:00 a.m. until 6:00 p.m., depending on the area.
 - E. Mr. Maris stated that there is no parking on Maxwell Lane because it has a 15-foot travel lane per direction, which is insufficient for parking.
 - F. Mr. Hipolit stated that actually it is 30-foot wide because there are 15-foot lanes in each direction so parking could be created by having two 11-foot lanes and a 9-foot parking area.
 - G. Mr. Maris advised the Board that there are parking garages off of Maxwell Lane.
 - H. There are no bike lanes proposed on Maxwell Lane.
13. The Board referenced a November 6, 2014 letter written to the Planning Board from the Mayor regarding the complaints from residents about unsafe conditions at the intersection of 12th Street and Frank Sinatra Drive North.

14. The circulation plan adopted by the Planning Board in 2001 identified a number of deficiencies with the roadway system. It was recommended to Toll Brothers that they bring their circulation plan up to the City standards.
15. The Board read a paragraph from the Mayor's letter regarding "Parking" which stated: *"Since my administration represented the entire city, not just one area, we are concerned that our parking policies need to be consistent across the city. We support the inclusion of the proposed loading zones, however, we believe they should be in effect 8:00 a.m. to 6:00 p.m. Monday through Friday consistent with the most other loading zones in Hoboken. We are very concerned about the 'No Parking from 7:00 a.m to 7:00 p.m.'* In order to be consistent with our policies on other city streets, we recommended that parking should be permitted at all times except during street cleaning hours. Along 11th Street, one side should be 'Resident Only' and one side should be 'Permit Only' with parking meters for non-permit holders. Along Sinatra Drive, it should be 'Permit Only' parking with parking meters for non-permit holders. The city will fund the cost of the meters, but we hope that this can be included in the final plan for this area."
16. The Board summarized their understanding that the City wants to make sure that what is being proposed in one area of town is consistent with the other areas of the City. There should not be a different set of rules that people have to comply with than other parts of the City.
17. Based upon the testimony of the City's Engineer, Andrew Hipolit, the Board made the following findings of fact:
 - A. When the original approvals were done, there was a real concern about Sinatra Drive North being two-way or one-way northbound, because of the backup at Hudson Street/11th Street/Frank Sinatra Drive.
 - B. The thought was that it would become a short circuit across the waterfront for cars to head north and head out of the City because there is a significant movement coming up Sinatra Drive at night coming toward the signal at Hudson.

- C. The Board and the City decided to make it one-way southbound to discourage cars to short circuit the signal because of the waterfront, the parks and the other activity and encourage it for pedestrians. The idea was that the worst traffic movement was going to be at night going northbound.
 - D. Since the initial approval, coming up Sinatra Drive towards Hudson is a significant movement to that intersection and there are some signaling problems at 11th Street and Hudson. The traffic backs up there which is a bigger County issue.
 - E. Originally, it was supposed to be two-way, and then it went to one-way north, and then eventually one-way south. It was changed and approved that way.
 - F. Based on the original approvals it is best to keep it one-way southbound because you do not want to encourage car traffic across the waterfront, which was never the goal.
 - G. If the traffic is changed to a northbound flow and the bigger traffic movement goes towards Hudson, people are going to start free flowing through that intersection at night creating a lot of traffic on the waterfront. He opined that his recommendation would be leave it the way it is now (southbound only).
 - H. It should be encouraged that the County look at Hudson and Sinatra Drive, look at 12th, 13th and 14th Streets, go over a block to Washington Street and perform a traffic study to find out where the light timing could be changed to free up traffic during peak times of the day. If the corridor traveling out of Hoboken is up Sinatra Drive to Hudson, it may be necessary to provide more green light time to clear it out.
18. Based upon the sworn testimony of Cindy Steiner, 6 Jerome Plane, Unit 1, Montclair, Executive Director of the New Jersey Bike and Walk coalition, made the following findings of fact:
- A. She works with communities to implement and police street policies all over the state.

- B. There is not a single feature of complete street policies that favors single direction lanes versus two lanes. Either can be just as dangerous.
19. A motion was made to carry the application to January 6, 2015. Not heard on January 6, 2015 carried to February 3, 2015. Not heard on February 3, 2015 carried to February 11, 2015. Not heard February 11, 2015 carried to May 5, 2015.

Meeting of May 5, 2015:

20. Based upon the sworn testimony of John J. Jahr, Traffic Consultant with Maser Consulting, P.A., the Board made the following findings of fact:
- A. Mr. Jahr prepared traffic models using a software program called Syncro Traffic Analysis which is a real time model that is used to predict what will happen when traffic changes are made.
 - B. In this case, the focus of the model is a southbound one-way street.
 - C. The software was used to see what would happen if the southbound one-way street was instead a one-way northbound, if the turning lane assignments were changed, if a left turn be allowed or not be allowed, and if the street was a two-lane arrangement.
 - D. He modeled the a.m. peak hour of traffic between 7:00 and 9:00 a.m. to show the traffic flow as one-way northbound on Sinatra Drive North.
 - E. What he pointed out was that the intersection of Hudson and 11th Street will back up Hudson Street all the way to 12th Street.
 - F. Sinatra Drive going northbound will back up to infinity because the traffic signals at both Hudson and 11th and Hudson and 12th can only process so much traffic.
 - G. He then modified existing traffic signal timings at both of these intersections to give as much green time as

possible to Hudson Street southbound. The backup will not go away.

- H. If the model looks at Sinatra Drive southbound, not allowing a left turn onto Frank Sinatra Drive, there still is a considerable backup on Hudson and a back up past 12th street.
- I. With Sinatra Drive North going southbound, the queue always clears over the course of the peak hour. The traffic will continue to flow; however, it is still a level service F.
- J. If a left turn is permitted, some minor site distance issues are encountered. Curbs will have to be pushed out a little in order to create a safe sight triangle. He opined that he has confidence that that can be done.
- K. The better effect will be to allow Sinatra Drive North to be southbound, allowing left turns out, and making minor geometric changes so there is a clear sight triangle. The overall level of service will be D.
- L. If left turns out are permitted, it was discovered that a little more green light time will make Hudson Street work a little better.
- M. By taking all of the residents of Maxwell Place and the nearby neighborhood and bringing them out to Sinatra Drive North will create a nice relief at both 11th and 12th Streets. Hudson Street can get more green light time and overall the whole system will get better.
- N. The final model was to take Sinatra Drive North and make it a two way street. There is an overall system improvement. All of the traffic throughout the system will work better.
- O. The traffic on Hudson, 11th Street, 12th Street and even some of the intersections would flow better and from a traffic standpoint that would be great, but from a practical standpoint there would be some real challenges.
- P. The first challenge is the volumes of cars that will want to do two-way traffic on Sinatra Drive North will now

create the need for new traffic signals. A traffic signal at Frank Sinatra Drive and Sinatra Drive North would be necessary.

- Q. The intersection of 11th Street and Sinatra Drive North is so close to warranting a signal; even small amounts of traffic would pose difficulty. Adding a light will have to be a full pedestrian traffic light in order to cross.
 - R. The pedestrian volumes that cross from Maxwell Place area across to the park are very significant in the summertime, and a full pedestrian traffic light will be necessary for safe crossing.
 - S. If there is only one-way traffic, Mr. Maris suggested putting in a new striped crosswalk with flashing beacons for the one-way traffic. When you have a two-way flow, there are more conflicts for pedestrians. It would be quite a cost to make that two-way traffic even though it would be a great benefit to vehicular traffic.
 - T. The two-way traffic would also eliminate the bike lanes as there would no longer be any room for them.
 - U. He opined that having Sinatra Drive North be a two-way roadway would be unsafe and it would change the quality of life in this area.
 - V. If Sinatra Drive North were to be changed to a two-way road, it would become a speedway.
 - W. He recommended that Sinatra Drive North remain a one-way road.
21. Tom Jacobson of 1114 Garden Street asked if he considered that if a left-hand turn is permitted off of North Sinatra Drive onto Sinatra Drive North, people will use that left-hand turn to avoid the backup at 11th Street and Hudson Street. He is concerned this will cause people blocking the intersections at 12th, 13th, and 14th Street and will disrupt Hudson Street and bring additional vehicular traffic on to Sinatra Drive North. Mr. Jahr informed him that when they did their model, that was taken into consideration and more traffic was added to compensate.

22. Based upon the sworn testimony of Yianni Maris, the Board made the following findings of facts:
- A. There previously were bike lanes along both sides of Sinatra Drive North.
 - B. The parking was removed from the entire length of Sinatra Drive North.
 - C. All of the bicycle lanes were moved to the east side of the road adjacent to the park and are separated from the vehicular traffic lane with a four-foot wide striped buffer.
 - D. The bollards that were initially proposed by the intersection of 12th Street and Hudson Street were removed.
 - E. The intersection of 12th Street and Sinatra Drive North will still have the additional curbing and will be reconfigured; however, the stop sign from the 12th Street approach will be removed.
 - F. Two parking spaces on 11th Street were removed on the north side of the road to allow for the striping or for the lane utilization to remain the same. There will still be 25 parking spaces on 11th Street and no parking spaces on Sinatra.
 - G. The four (4) loading zones on 11th Street will remain.
 - H. Two (2) handicapped spaces have been removed and only one (1) handicapped space will remain.
 - I. The crosswalk will be improved on Sinatra Drive North.
 - J. Sharrows (little arrows with a bicycle symbol) were added along 12th Street.
 - K. 15 mile an hour speed limit signs have been added along 11th Street and along Sinatra Drive North.
 - L. Sinatra Drive North between 12th Street and Sinatra Drive; 11th Street between Hudson and Sinatra Drive North; and Maxwell Lane are all privately owned roads.

- M. The Association will grant the City Title 39 to allow the police department to enforce the traffic regulations over Sinatra Drive North between 12th Street and Sinatra Drive.
 - N. An access easement will be granted by the Association to the public over the privately owned roads within the complex, since it now controls the ownership of the roads under the Master Deed.
 - O. All of the roads in the project (listed in Paragraph 22.K above) are maintained in the ownership of the Association.
 - P. The last change is the addition of the left turn from Sinatra Drive North to Sinatra Drive.
 - Q. The parking signs will be corrected to show that parking is restricted between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday.
 - R. Bikers will have to yield to pedestrians.
 - S. The bicycle lanes will be painted green using the standard epoxy material.
 - T. The mid-block pedestrian crossing will have solar powered LED's installed around the perimeter of the pedestrian sign. There is a push button that is activated when somebody crosses the street. The sign will be ADA compliant with push buttons at both locations that talks and will meet Federal ADA compliance.
23. Based upon the sworn testimony of Tina Hahn, President of the Maxwell Place Homeowners Association, made the following findings of fact:
- A. She stated that the whole reason for coming to the Board was always rooted in safety.
 - B. The safety factor started with the desire to put a stop sign at 12th Street and Sinatra Drive North.

- C. The Association worked in collaboration with the Mayor's office over the past six weeks; and Ms. Hahn stated that she has been involved with this project for over seven months.
 - D. The Association supports the testimony of both traffic experts in keeping the traffic going southbound and adding the left-hand turn off of Sinatra Drive North onto Frank Sinatra Drive.
 - E. Adding the stop sign at 12th Street and Sinatra Drive North will aid in any traffic concerns. The Association feels that the stop sign is absolutely needed.
 - F. They support adding in the bicycle lanes and feel that it will be a benefit for the entire City and community.
 - G. The bicycle lanes are in accordance with all guidelines.
 - H. The striping will be needed for snow plows and what is needed for snow removal and for maintenance since they are private roads.
 - I. The Board discussed putting in "stop for pedestrian" signage southbound at Sinatra Drive North and 11th Street to alert drivers to pedestrian in the crosswalks until it meets warrants for an actual stop sign.
24. Matthew Begley, of 1125 Maxwell Lane, was concerned about the removal of the stop sign at 12th Street heading eastbound. He stated that the waterfront on a weekend is a very heavy pedestrian traffic area crossing over Sinatra Drive North to use the waterfront. He has a safety concern for the people and children using crosswalks because people who are driving their vehicles are enjoying the beautiful view of New York City and tend to be distracted. He believes it will be much safer with a stop sign added at 16 Handles as well as two additional stop signs added at 12th Street heading eastbound and Sinatra Drive North heading south at 11th Street.
25. Hartmut Grossmann, of 1025 Maxwell Lane, he also was concerned about the absence of a stop sign at 12th Street because if you are on foot, a bicycle, or a car, you cannot see what is coming down the bend and too many cars are going too fast. A discussion with the City Engineer determined

that what normally would happen is that a warrant analysis for the stop sign would occur. This was not done; however, Mr. Yianni testified that he looked at this site and it did not warrant a sign. The City Engineer suggested that they will look at this site again sometime between now and a year from now and if they produce a warrant analysis that needs a stop sign, one could be added.

26. Phillip Marone, of 1100 Maxwell Lane, is in support of the application and feels that the stop signs would also make it safer.
27. Leslie Florio, of 1125 Maxwell Lane, whose residential unit overlooks the intersection of 12th Street and Sinatra Drive North, stated that during a recent weekend she could not believe how many people were going towards the waterfront. They were coming from all directions. They were jogging, biking, pushing strollers, driving cars, etc. She was very concerned with the number of near misses of people getting hit or of the near accidents there were at the intersection of 12th Street and Sinatra Drive North. The cars were bumper to bumper, there was no traffic control, and pedestrians were confused trying to figure out how to possibly navigate the intersection.

She is a member of the Maxwell Place Board of Trustees, as well as a resident and she wants to make sure that the Maxwell Place community can continue to function safely and efficiently within the roadways. She concluded that the southbound direction of the traffic on Sinatra Drive North combined with the left turn, plus the enhanced pedestrian crossing areas all provide a much safer environment for pedestrians as well as the added benefit of more efficient traffic flow on Hudson Street. She feels the proposed plan resolves the safety concerns and will be a benefit to all residents of Hoboken.

28. The Board was pleased that the applicant put the safety of the residents of the City of Hoboken first and worked closely with the traffic experts and the City to formulate an extensive traffic plan revolving around the safety of pedestrians and bicycle riders.
29. The Board finds that the proposed circulation plan has been thoroughly vetted and is the best proposal for the motoring public and Hoboken's pedestrians.

30. The Board determined that the proposal advances the public health, safety, and welfare. in accordance with N.J.S.A. 40:55D-2 (a) "To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare."
31. The Board determined that this proposal will not have a substantial negative impact on the light, air, and privacy of the surrounding neighborhood.
32. The benefits of this proposal outweigh its detriments.

CONCLUSIONS OF LAW:

WHEREAS, the Board reviewed the application and considered the impact of the proposal on the City of Hoboken and its residents, and having determined that the proposal is in furtherance of the Municipal Land Use Law, the Board concludes that good cause has been shown to grant the amendment to the Final Major Site Plan approval, pursuant to the authority of N.J.S.A. 40:55D-50; and

WHEREAS, the Board determined that the proposal enhances traffic safety and is in accord with the public good in accordance with N.J.S.A. 40:55D-2 (a) "To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare."

WHEREAS, the Board has determined that the relief sought can be granted without a substantial negative impact; and

WHEREAS, the Board has determined that the relief sought will not impair the intent and purpose of the Master Plan or Zoning Ordinance of the City of Hoboken.

NOW, THEREFORE, BE IT RESOLVED by the Planning of the City of Hoboken, in the County of Hudson and State of New Jersey, on the 5th day of May 2015, upon a motion made by Ryan Peen and seconded by Caleb McKenzie that the application of P.T. Maxwell, LLC is granted, subject to the following terms and conditions:

1. The applicant shall be bound by all exhibits introduced, all representations made and all testimony given before the Board at its meetings of November 6, 2014 and May 5, 2015.

2. The applicant shall provide all required Site Performance Bond and Inspection Fees in accordance with the Municipal Ordinance.
3. The applicant will have two (2) years from the date of this Resolution to obtain a building permit.
4. The applicant shall be responsible for obtaining any other approvals or permits from other governmental agencies, as may be required by law, and the applicant shall comply with any requirements or conditions of such approvals or permits.
5. This approval is subject to the applicant's continuing obligation to ensure that the fees generated on this application by the Board's Planner, Engineer, and Attorney are fully paid prior to the issuance of a building permit and/or the issuance of the Certificate of Occupancy.
6. The Association is to request from the Council that it apply Title 39 to Sinatra Drive North between Sinatra Drive and 12th Street.
7. The Association is to record an Access Easement over all the privately owned roads within this development in order to provide access to the public. This easement is to be reviewed and approved by the Board's Engineer and the City Attorney.
8. The parking signage is to be revised to only prohibit parking near schools during Monday through Fridays, from 7:00 a.m. to 7:00 p.m. There will be no parking restrictions on the weekends.
9. The plan is to be revised to show that the bicycle lanes are to be painted green and that the striping is to comply with NACTO guidelines and in accordance with the attached thermoplastic reference sheet marked as Exhibit "A".
10. The plan is to be revised to show a lighted crosswalk and an ADA compliant push button.
11. Within twelve (12) months after the adoption of this Resolution, the Board's professional staff may review the impact of the plan and recommend modifications to road signage, striping, or curb configuration, if necessary to maintain safe conditions.

12. If a future warrant analysis determines within one (1) year that a stop sign is needed at 12th Street eastbound at its intersection with Sinatra Drive North and/or at Sinatra North southbound at 11th Street; the Board hereby grants approval for their installation subject to County approval for the stop sign at 12th Street provided this is accomplished in consultation with the Board's Engineer. And until the warrant analysis allows a stop sign, the Association is going to be responsible to install and manage the "Stop for Pedestrian" signs at the southbound intersection of Sinatra Drive North at 11th Street.
13. The applicant agreed that the existing street parking will remain available to the public at large, a total of twenty-five (25) parking spaces.
14. The Association is responsible for maintenance, including snow plowing, of the privately owned roads in this development, specifically: (i) Maxwell Lane; (ii) 11th Street between Sinatra Drive North and Hudson Street; and (iii) Sinatra Drive North between 12th Street and Frank Sinatra Drive.
15. The plan is to be revised to show the handicap parking space as being relocated to the west side of the north loading zone on the western side of 11th Street between Maxwell Lane and Sinatra Drive North.
16. No parking is permitted on Sinatra Drive North.
17. This approval is subject to Mr. Hipolit's letter of April 30, 2015.
18. The applicant is to seek the modification of the Developer's Agreement, if necessary, in order to ensure it is consistent with the Board's approval. Applicant will confer with the City Attorney to determine whether modification of the Developer's Agreement is necessary to comply with the Board's approval.
19. The site plan is to be revised to indicate that: The curb extension, traffic safety improvements, pavement markings and bicycle lanes will be installed on Sinatra Drive North prior to the removal of the No Left Hand Turn signage at the Sinatra Drive North and Sinatra Drive intersection.
20. Publication of a notice of this decision must be published by the applicant in one of the City's officially designated newspapers. A copy of the published notice shall be provided

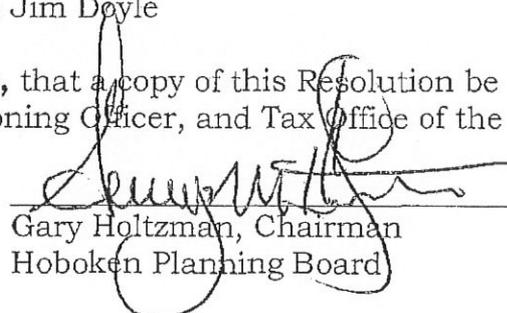
to the Board's Secretary no later than thirty (30) days from the date of memorialization.

VOTE ON CALL:

IN FAVOR: Caleb Stratton; Brandy Forbes; Ann Graham;
Caleb McKenzie; Rami Pinchevsky; Ryan Peen; Gary
Holtzman

OPPOSED: Frank Magaletta; Jim Doyle

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the applicant, Zoning Officer, and Tax Office of the City of Hoboken.

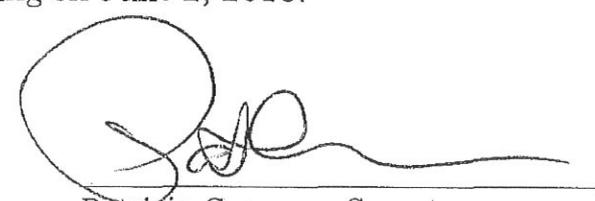


Gary Holtzman, Chairman
Hoboken Planning Board

01/2/15

CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution approved May 5, 2015 and duly adopted as to form by the Planning Board at its regular meeting on June 2, 2015.



Patricia Carcone, Secretary
Hoboken Planning Board

Exhibit "A"
Thermoplastic Reference Sheet

Thermoplastic

Composition Polymer resin, pigment, glass beads, and filler.

Surface Preparation Pavement should be free of dirt, dust, and moisture. Typical preparation consists of street sweeping and then brushing.

Installation Some (but not all) thermoplastic requires that pavement

Temperature and air temperature be 50 to 55 degrees Fahrenheit for most materials to bond properly. Most thermoplastics should be heated to 400 — 450 degrees Fahrenheit.

Installation Many thermoplastics can be applied immediately to new

Considerations asphalt, but new concrete must cure at least 30 or longer days prior to installation. Primer is typically required for application to concrete roadways and may assist with adherence on older asphalt surfaces. Cure time is measured in minutes.

Maintenance Spot fixes are simple: a small piece of plastic is torched into

Considerations place. Thermoplastic can be recessed to make edge flush with pavement or tamped down to form a seal with the roadway to reduce likelihood of snow plow impact.

Material Cost* \$3 — \$6 Sq. Ft. for raw materials, \$10 — \$14 Sq. Ft installed.

Longevity Average of 5 years, or 3 times the lifetime of paint under the same conditions. Many installations have lasted significantly longer. Poor initial pavement quality shortens lifespan.

Availability Widely available in the U.S. Vendors are willing to provide training on installation.

Skid resistance Material can be Skid resistant and retroreflective. Most

and Retroreflectivity effective materials will mix corundum and beads throughout materials rather than top coating material.

Peer City Experience Most common material used for colored bikeways in North America. Many treatments are too new to report longterm results. Cities with a longer history of use (such as Portland) report positively on durability, skid resistance, and maintenance.

AUSTIN, TX

Sponsored by: MA

Seconded by: Robert J. Romano

CITY OF HOBOKEN

Resolution NO.:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOBOKEN AUTHORIZING EXECUTION OF A CONSENT TO ASSIGNMENT OF THE "PHASE I LEASE AND DEVELOPMENT AGREEMENT AMONG THE CITY OF HOBOKEN AND THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AND BLOCK A SOUTH WATERFRONT DEVELOPMENT, L.L.C." TO 111 RIVER REALTY, L.L.C., AN AFFILIATE OF MACK-CALI REALTY CORPORATION

WHEREAS, on or about September 29, 2000, the City of Hoboken entered into a "Phase I Lease and Development Agreement among the City of Hoboken, New Jersey and The Port Authority of New York and New Jersey and Block A South Waterfront Development, L.L.C." (the Agreement"); and

WHEREAS, the Agreement provides for the development of property located at 111 River Street, and designated as Block 231.2, Lots 1 and 2 on the City of Hoboken Tax Map, ("Property") whereby the Property was leased by the Port Authority to the City of Hoboken which then leased to Block A South Waterfront Development, L.L.C. ("Developer"); and

WHEREAS, the terms of the Agreement permit the Developer's interest to be assigned to an Affiliate (as defined in the agreement) of an Institutional Investor (as defined in the Agreement) without obtaining additional consent from either the City of Hoboken or the Port Authority; and

WHEREAS, the interest of the Developer was previously assigned to Hub Hoboken Properties LLC (which subsequently merged into Hub Properties Trust) on August 11, 2009, which assignment was consented to by the City of Hoboken; and

WHEREAS, 111 River L.L.C., ("Purchaser") a New Jersey limited liability company which is an Affiliate (as that term is defined in the Agreement) of Mack-Cali Realty Corporation, a real estate investment trust (which meets the definition of an Institutional Investor) seeks to purchase the interest of the Developer in the Agreement; and

WHEREAS, pursuant to the terms of the Agreement, because the proposed Purchaser is an Affiliate of an Institutional Investor, the consent of the City of Hoboken is not required prior to assignment of the Developer's interest in the Agreement, however in an abundance of caution the Purchaser has requested that the City and Port Authority provide their consent to the assignment; and

WHEREAS, the Purchaser has requested that the City of Hoboken and the Port Authority execute an "Assignment of Lease with Assumption and Consent" whereby the City would consent to the assignment of the Developer's Interest in the Agreement to the Purchaser, which assignment is permitted pursuant to section 17.1 of the Agreement (a copy of the Assignment of Lease and Assumption and Consent" is attached to this Resolution as Exhibit A); and

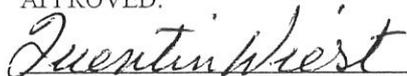
WHEREAS, the Governing Body has further determined that it is in the best interest of the City of Hoboken to execute the Consent to Assignment in the form attached to this Resolution.

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

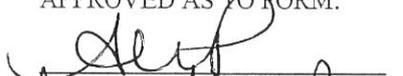
1. Upon reimbursement of the City's professional fees related to the review of the proposed Assignment, the City Council hereby authorizes the Mayor to execute the proposed "Assignment of Lease with Assumption and Consent" in the form attached hereto as Exhibit A or in a form substantially similar thereto, on behalf of the City of Hoboken.
2. The City Council hereby authorizes and directs the City of Hoboken's staff and professional consultants to take any administrative action to implement this Resolution as may be necessary and appropriate to effectuate its purpose and intent.
3. This Resolution shall take effect immediately.

Meeting date: June 15, 2016

APPROVED:


 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 15 2016



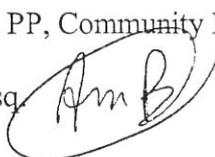
CITY CLERK

Exhibit A
Assignment of Lease and Assumption and Consent

MEMORANDUM

To: City Council Members, City of Hoboken

Cc: Brandy Forbes, AICP, PP, Community Development Director

From: Andrew M. Brewer Esq. 

Date: June 10, 2016

Re: Resolution Approving Consent to Assignment
111 River Street

The purpose of this Memorandum is to provide a brief background of the Resolution approving the Consent to Assignment related to the property located at 111 River Street which is submitted for the City Council's consideration.

In September 2000, the City of Hoboken entered into a three-party agreement with the Port Authority of New York and New Jersey and Block A South Waterfront Development, LLC ("Developer") related to the development of waterfront property located at 111 River Street (Block 231.2, Lots 1 & 2) ("Agreement"). The development of the property proceeded with the property being conveyed by the City to the Port Authority. The Port Authority leased the property to the City with the City then leasing the property to the Developer. The terms of the Agreement permit the Developer's interest in the Agreement to be assigned under certain conditions and to certain entities. In the case of a conveyance to an Institutional Investor (or an affiliate thereof) the Agreement specifically permits such a conveyance without first obtaining the consent of the City or the Port Authority.

In the present case, the interest of the Developer has been previously conveyed to Hub Hoboken Properties Trust (which subsequently merged into Hub Properties Trust). 111 River L.L.C. ("Purchaser") seeks to acquire the Developer's interest in the Agreement. The Purchaser is an Affiliate of Mack-Cali Realty Corporation, which qualifies as an Institutional Investor and thus pursuant to the terms of the Agreement, the consent of the City is not required for the assignment. However, in an abundance of caution, the Purchaser has requested that the City and Port Authority execute a Consent to Assignment. The proposed Resolution authorizes the Mayor to execute the Consent to Assignment. Because the Consent is not required of the City, the Resolution contains a provision requiring the Purchaser to reimburse the City's professional fees in relation to a review of the request for the Consent to Assignment.

ASSIGNMENT OF LEASE
WITH ASSUMPTION AND CONSENT

111 River Street, Hoboken, NJ

THIS AGREEMENT, made as of _____, 2016 among THE CITY OF HOBOKEN (hereinafter called the "City"), a municipal corporation of the State of New Jersey having its office at City Hall, Hoboken, New Jersey 07030, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America and having its office at 4 World Trade Center, 150 Greenwich Street, New York, New York 10007, HUB PROPERTIES TRUST, a Maryland real estate investment trust (hereinafter called the "Assignor"), organized and existing under the laws of the State of Maryland and having an office at Two North Riverside Plaza, Suite 2100, Chicago, Illinois 60606, and 111 RIVER REALTY L.L.C., a New Jersey limited liability company (hereinafter called the "Assignee"), organized and existing under the laws of the State of New Jersey and having an office c/o Mack-Cali Acquisition Corp., 343 Thornhall Street, Edison, New Jersey 08837-2206.

WITNESSETH, THAT:

WHEREAS, the Assignor desires to assign to the Assignee that certain Lease and Development Agreement dated as of September 29, 2000 made by and among the City, the Port Authority and Block A South Waterfront Development, LLC and hereinafter, as the same may heretofore have been amended or extended, including as amended by First Amendment to Phase I Lease and Development Agreement dated June 1, 2001, called the "Lease", which Lease was recorded on October 3, 2000 in the Land Records of Hudson County, New Jersey, in Deed Book 5690 at Page 98, covering premises located within the Hoboken Waterfront Development Project Area more particularly described in Exhibit A annexed hereto (the "Premises"), the surface area of which (but not the air rights) is leased to the City by the Port Authority; and

WHEREAS, Assignee is an Affiliate (as that term is defined in the Lease) of Mack-Cali Realty Corporation, a real estate investment trust; and

WHEREAS, the City and the Port Authority are willing to consent to such assignment;

NOW, THEREFORE, in consideration of the covenants and mutual promises herein contained, the City, the Port Authority, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby assign, convey; transfer and set over the Lease and the leasehold estate created thereby, and all right, title and interest of the Assignor in and to the building and improvements erected on the Premises, to the Assignee, its legal representatives, successors and assigns, to its and their own proper use, benefit to have and to hold the same unto the Assignee, its legal representatives, successors and assigns, from the ____ day of _____, 2016 ("Effective Date"), for and during all the rest, residue and remainder of the term of the

letting under the Lease, subject nevertheless to all the terms, provisions, covenants and conditions contained therein.

2. The City and the Port Authority hereby consent to the foregoing assignment, conveyance and transfer. Notwithstanding anything herein to the contrary, the granting of such consent by the City and the Port Authority shall not be, or be deemed to operate as, a waiver of the requirement for consent or consents to each and every subsequent assignment by the Assignee or by any subsequent assignee to the extent required under the Lease.

3. The Assignee does hereby, effective from and after the Effective Date, assume the performance of and does hereby agree to perform, observe and be subject to all the terms, provisions, covenants and conditions, including without limitation the obligations to pay Rental, contained in the Lease which are to be performed or observed by or are applicable to the Developer/Lessee thereunder on and after the Effective Date, subject to the provisions of Section 45.2 of the Lease which is incorporated in this Agreement by reference. Without limiting the foregoing, the Assignee covenants and agrees that the Assignee will use the Premises solely for the purposes set forth in Section 3.2 of the Lease and that such use shall be subject to all of the provisions of the Lease. The execution of this Agreement by the City and the Port Authority does not constitute a representation by, either or both of them that the Assignor has performed or fulfilled every, obligation required by the Lease through the date of this Agreement; and as to such matters the Assignee agrees to rely solely upon the representation of the Assignor and any estoppel certificate executed by the City and the Port Authority pursuant to Section 18.13 of the Lease.

4. The Assignor agrees that this assignment of the Lease and the consent of the City and the Port Authority hereto shall not in any way whatsoever affect or impair the liability of the Assignor to perform all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay Rental, of the Lease on the part of the Developer/Lessee to be performed prior to the Effective Date, subject to the provisions of Section 45.2 of the Lease. However, the Assignor shall be, and hereby is, relieved of all liability and obligations accruing under the Lease on and after the Effective Date.

5. Assignee agrees to accept this assignment subject to the restrictions contained in that certain Deed Notice dated August 21, 2003 made by the Port Authority and recorded in Book 07133, Page 00108 ("Deed Notice") and the restrictions contained therein and to comply with all, and not violate any, conditions of the Deed Notice.

6. The provisions of Section 45.1 of the Lease shall be applicable to this Agreement and are hereby incorporated by reference herein.

IN WITNESS WHEREOF, the City, the Port Authority, the Assignor and the Assignee have executed this Agreement as of the date first hereinabove set forth.

ASSIGNOR:
Hub Properties Trust, a Maryland real estate investment trust

By: _____
Name: _____
Title: _____
(Seal)

ASSIGNEE:
111 River Realty L.L.C., a New Jersey limited liability company

By: _____
Name: _____
Title: _____
(Seal)

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY:

By: _____
Name: _____
Title: _____
(Seal)

THE CITY OF HOBOKEN:

By: _____
Name: Dawn Zimmer
Title: Mayor
(Seal)

ACKNOWLEDGMENTS

STATE OF)
)SS.
COUNTY OF)

I CERTIFY that on _____, 2016, _____, personally appeared before me and that this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ of Hub Properties Trust, a Maryland real estate trust named in the attached document;
- (b) this person executed and delivered the attached document as the voluntary act and deed of the trust; and
- (c) this person was authorized by trust to execute and deliver the attached document on its behalf.

Notary Public of

STATE OF)
)SS.
COUNTY OF)

I CERTIFY that on _____, 2016, _____, personally appeared before me and that this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ of 111 River Realty L.L.C., the limited liability company named in the attached document;
- (b) this person executed and delivered the attached document as the voluntary act and deed of the limited liability company; and
- (c) this person was authorized by the members of the limited liability company to execute and deliver the attached document on behalf of the limited liability company.

Notary Public of

STATE OF)
)SS.
COUNTY OF)

I CERTIFY that on _____, 2016, _____, personally appeared before me and that this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ of The Port Authority of New York and New Jersey , a body corporate and politic created by compact between the States of New York and New Jersey, the corporation named in the attached document;
- (b) this person executed and delivered the attached document as the voluntary act and deed of the corporation; and
- (c) this person is authorized by the Port Authority of New York and New Jersey to execute and deliver the attached document on behalf of the corporation.

Notary Public of

STATE OF NEW JERSEY)

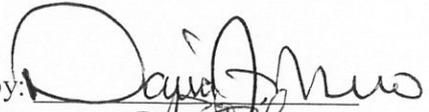
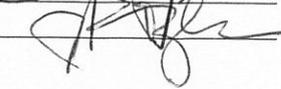
)SS.

COUNTY OF HUDSON)

I CERTIFY that on _____, 2016, Dawn Zimmer, personally appeared before me and that this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Mayor of City of Hoboken, a body corporate and politic of the State of New Jersey, the corporation named in the attached document;
- (b) this person executed and delivered the attached document as the voluntary act and deed of the corporation; and
- (c) this person is authorized by City of Hoboken to execute and deliver the attached document on behalf of the corporation.

Notary Public of New Jersey

Introduced by: 
Seconded by: 

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDDING A CONTRACT TO ASCAPE LANDSCAPING CONSTRUCTION CORPORATION FOR THE PROVISIONS OF 2016 (SPRING) STREET TREE PLANTING AND WELL ENLARGEMENT PROJECT IN ACCORDANCE WITH THE PROVISIONS OF CITY'S BID NO. 16-14 (RE-BID) IN THE TOTAL NOT TO EXCEED AMOUNT OF \$24,050.00

WHEREAS, bids were received for 2016 (Spring) Street Tree Planting and Well Enlargement project, as specified in Bid Number 16 – 14 (Re-Bid); and,

WHEREAS, four (4) bids were received, the lowest three (3) being:

<u>VENDOR</u>	<u>TOTAL BID</u>
1. Ascape Landscaping Construction Corporation 634 Route 303 Blauvelt, NY 10913	\$24,050.00
2. Louis Landscaping & Design Wayne, NJ 07470	\$24,350.00
3. Pat Scanlan Landscaping, Inc. New City, NY 10950	\$28,660.00

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services specified in Bid No. 16 – 14(Re-Bid), and Ascape Landscaping Construction Corporation submitted the lowest, responsible and responsive bid in the amount of \$24,050.00; and,

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

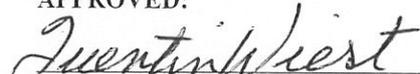
- A. This resolution awards a contract to Ascape Landscaping Construction Corporation for Bid No. 16 – 14 (Re-Bid), in the total amount of Twenty Four Thousand Fifty Dollars (\$24,050.00) for 2016 (Spring) Street Tree Planting and Well Enlargement Project; and said contract shall be to Ascape Landscaping Construction Corporation, in accordance with the specifications as set forth in Bid No. 16 – 14 (Re-Bid).
- 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.

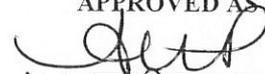
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the bid proposal; therefore, none will be accepted in performing obligations under the bid.
- D. Any change orders required shall be subject 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. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), 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 date: June 15, 2016

APPROVED:

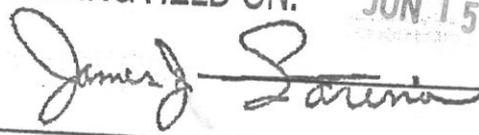

 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Ausia Proko, Esq.
 Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 15 2016



CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO ASCAPE LANDSCAPING CONSTRUCTION CORPORATION FOR THE PROVISIONS OF 2016 (SPRING) STREET TREE PLANTING AND WELL ENLARGEMENT PROJECT IN ACCORDANCE WITH THE PROVISIONS OF CITY'S BID NO. 16-14 (RE-BID) IN THE TOTAL NOT TO EXCEED AMOUNT OF \$24,050.00

AMOUNT TO BE CERTIFIED:

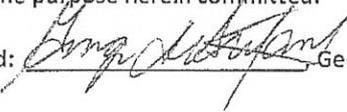
\$ 24,050.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-26-293-046

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$24,050.00 is available in the following appropriation : 6-01-26-293-046 in the CY2016 appropriations; 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 CY2016 budget ; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

June 14, 2016
09:36 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 06/14/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-26-293-046 Purchase of Trees	Encumbrance	CFO Cert for meeting 06/15/16 Ascape	24,050.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	24,050.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	24,050.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	24,050.00
Total:	1	24,050.00

There are NO errors in this listing.

June 14, 2016
09:37 AM

CITY OF HOBOKEN
Budget Batch Update/Posting Report

Page No: 1

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	24,050.00			
Batch: GDS	Updated Entries:	1	Updated Amount:	24,050.00	Ref Num: 4191

CITY OF HOBOKEN
Division of Purchasing



DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: June 9, 2016
To: Quentin Wiest, Business Administrator
Corporation Counsel
From: AL B. Dineros

**Subject: Resolution to Award the Contract for Bid 16 -14 (Re-Bid)
2016 (spring) Street Tree Planting Program**

Four (4) sealed bids out of nine (9) vendors receiving bid packages were received and opened at City Hall on June 2, 2016.

I reviewed the submitted bid documentations and found no discrepancy in accordance with the published instructions to bidders.

Request a resolution to award the contract to the lowest responsive and responsible bidder. The following information is provided:

<u>Vendor</u>	<u>Bid Proposal</u>
Ascape Landscaping Construction Corporation 634 Route 303 Blauvelt, NY 10913	\$24,050.00

Bid Proposal

Bid 16 - 14

2016 (Spring) Street Tree Planting and Well Enlargement (Re- Bid)

Contractor should familiarize themselves with the local conditions affecting the cost of the work and the site of the work. Contractor shall furnish all of the labor, materials, necessary tools, fees, permits and equipment including transportation services necessary to perform the whole of the work and submit to all conditions of the specifications, as they apply to the contract resulting from this bid, on the following to wit:

BASE BID:

	DESCRIPTION	A. UNIT PRICE	B. QUANTITY (Estimate)	C. EXTENDED PRICE (A X B)
1	2.0" – 2.5" diameter at breast height tree, planted, staked, mulched, with Gator Bag and a two-year guarantee, as specified in the specifications.	420.00	20	8,400.00
2	2.75" – 3.0" diameter at breast height tree, planted, staked, mulched, with Gator Bag and a two-year guarantee, as specified in the specifications.	500.00	20	10,000.00
3	Additional charge for opening a new 3' wide by 5' long (15 sq. ft.) tree pit, including concrete cutting disposal, as described in the specifications.	300.00	15	4,500.00
4	Additional charge per square foot for expanding an existing tree pit, or opening a new tree pit larger than 3' x 5', including concrete cutting disposal.	30.00 per sqft	5	150.00
5	Additional charge per for stump grinding.	200.00	5	1,000.00
D. Bid Price (Total C1 – C5)				24,050.00

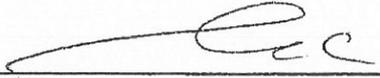
Twenty four Thousand and fifty 00/100
(Bid Price Amount in Words – Value of D)

NOTES:

These estimates are provided as informational only and the City shall not be obligated to purchase any minimum or maximum number of trees/services planted/rendered herein described. Vendor will be paid for the actual trees/services planted/rendered.

Bid 16 - 14
2016 (Spring) Street Tree Planting and Well Enlargement (Re- Bid)

SIGNATURE PAGE



Signature

5/27/14

Date

Stuart Chaitin

Print Name

president

Title/Position

Ascape Landscape & Construction Corp

Bidder/Company

634 Route 303 Blauvelt, NY 10913

Company Address

845-353-6500

Telephone #

845-353-6475

Fax #

Jodi@ascapelandscape.com

Email Address

Jodi@ascapelandscape.com

PO Email Address

Note: The above individual must be authorized to sign on behalf of company submitting proposal.

EXCEPTIONS and ADDENDUM TO SPECIFICATIONS

City Of Hoboken

Bid 16 - 14

2016 (Spring) Street Tree Planting and Well Enlargement (Re- Bid)



COMPANY NAME Ascope Landscapes Const. corp.

Addendum:

1. N/A

Exceptions:

1. N/A

2016-03-10 10:00:00 AM

City Of Hoboken

Bid 16 - 14

2016 (Spring) Street Tree Planting and Well Enlargement (Re- Bid)

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
✓ <input checked="" type="checkbox"/>	Mandatory Affirmative Action Language – Appendix A	Se
✓ <input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 – Appendix B	Se
✓ <input checked="" type="checkbox"/>	Affirmative Action Compliance Notice	Se
✓ <input checked="" type="checkbox"/>	Stockholder Disclosure Certification	Se
✓ <input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 - Acknowledgement	Se
✓ <input checked="" type="checkbox"/>	Nuclear – Free Hoboken Ordinance	Se
✓ <input checked="" type="checkbox"/>	Non-Collusion Affidavit	Se
✓ <input checked="" type="checkbox"/>	Exceptions and Addenda (um) Forms (where applicable)	Se
✓ <input checked="" type="checkbox"/>	Prevailing Wage Affidavit	Se
✓ <input checked="" type="checkbox"/>	Bid Proposal (pages 30 and 31)	Se
✓ <input checked="" type="checkbox"/>	Iranian Investment Compliance Form	Se
✓ <input checked="" type="checkbox"/>	Proof of Business Registration Certificate	Si
✓ <input checked="" type="checkbox"/>	Properly Completed and Signed Bid Proposal Sheet	Se

***This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.**

pu cert

*pu
6/9/2016*

INTRODUCED BY: *[Signature]*
SECONDED BY: *[Signature]*

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO SHI INTERNATIONAL CORPORATION FOR PUBLIC SAFETY RECORDS MANAGEMENT SOFTWARE FOR THE POLICE DEPARTMENT , AS CHANGE ORDER NUMBER 1, IN AN INCREASED AMOUNT NOT TO EXCEED \$738.39 (=0.330% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$226,685.73

WHEREAS, the City of Hoboken requires software for the Police Department, and an additional unforeseen cost for the goods and services, which represents a 0.33% correction to the pricing, for the Public Safety Records Management Software; and,

WHEREAS, the Administration intends to authorize this corrected amount to SHI International Corporation for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a change order (#1) to the contract for Public Safety Records Management Software for the Police Department to SHI International Corporation for a total increase in the contract amount by Seven Hundred Thirty Eight Dollars and Thirty Nine Cents (**\$738.39**) of which the change order (#1) to the contract shall be for the 0.33% upcharge; and,

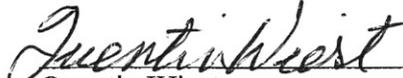
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1) to the contract for the purchase of Public Safety Record Management Software for the Police Department to SHI International Corporation for a total increase in the contract amount by Seven Hundred Thirty Eight Dollars and Thirty Nine Cents (**\$738.39**), for a total not to exceed amount of Two Hundred Twenty Six Thousand Six Hundred Eighty Five and Seven Three Cents (**\$226,685.73**) of which the change order (#1) to the contract shall be for 0.33% upcharge to the third and final installment to SHI International Corporation , as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposals shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

SHI International Corporation
290 Division Avenue
Somerset, NJ 08873

Meeting date: June 15, 2016

APPROVED:


Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Ausia Proko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO SHI INTERNATIONAL CORPORATION FOR PUBLIC SAFETY RECORDS MANAGEMENT SOFTWARE FOR THE POLICE DEPARTMENT, AS CHANGE ORDER NUMBER 1, IN AN INCREASED AMOUNT NOT TO EXCEED \$738.39 (=0.330% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$226,685.73

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

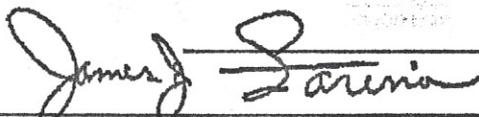
JUN 15 2016

AMOUNT TO BE CERTIFIED:

\$738.39

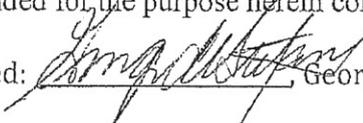
ACCOUNT NUMBER TO CERTIFY FROM:

6-01-25-241-037


CITY CLERK

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$738.39 is available in the following appropriation: 6-01-25-241-037; 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 CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

June 14, 2016
09:43 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 06/14/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-25-241-037 Maintenance Contracts-Police	Encumbrance	CFO CERT for meeting 06/15/16 SHI Intl	738.39	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	738.39
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	738.39

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	738.39
Total:	1	738.39

There are NO errors in this listing.

June 14, 2016
09:43 AM

CITY OF HOBOKEN
Budget Batch Update/Posting Report

Page No: 1

	Updated Entries	Updated Amount		
Reimbursements:	0	0.00		
Expenditures:	0	0.00		
Transfer In:	0	0.00		
Transfer Out:	0	0.00		
Cancel:	0	0.00		
Encumbrances:	1	738.39		
Batch: GDS	Updated Entries:	1	Updated Amount:	738.39 Ref Num: 4194



Pricing Proposal
Quotation #: 10580523
Created On: 11/9/2015
Valid Until: 11/30/2015

NJ CITY OF HOBOKEN

**Inside Account
Executive**

Alex Gonzalez
106 Hudson Street
HOBOKEN, NJ 07030
United States
Phone: (201) 420-5117
Fax:
Email:

Gabriella Viola
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-652-0262
Fax: 732-564-8224
Email: Gabriella_Viola@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Annual Support and Maintenance for the LawSoft CAD/RMS/GIS/AVL System - Hoboken PD for 2016. LawSoft - Part#: LawSoft CAD/RMS Note: Remote access for 20 mobile units included. InfoCop DMV Inquiry integration included. Year 2	1	\$76,054.17	\$76,054.17
		Total	\$76,054.17

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

From: Ron Frost [<mailto:RonFrost@lawsoft-inc.com>]
Sent: Monday, May 16, 2016 11:50 AM
To: gonzaleza
Subject: RE: Annual Support

There is the 3% upcharge from SHI which is their processing fee. I believe that you are going through SHI correct?



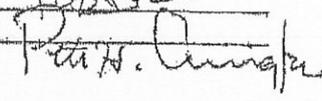
Ron Frost - President
Toll Free: 1-866-641-6603
Direct: 973-250-8901
Fax: 973-250-8905
email: ronfrost@lawsoft-inc.com
Web: www.lawsoft-inc.com

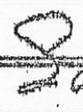
R4-02710

12

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

JUN 18 2014

Introduced by: 
Seconded by: 

  CITY OF HOBOKEN
RESOLUTION NO. _____

~~CITY OF HOBOKEN~~
RESOLUTION AWARDING A CONTRACT TO SHI INTERNATIONAL CORPORATION TO PURCHASE PUBLIC SAFETY RECORDS MANAGEMENT SOFTWARE FOR THE HOBOKEN POLICE DEPARTMENT IN ACCORDANCE WITH STATE CONTRACT M-0003/A77560 IN THE TOTAL AMOUNT OF \$225,947.34

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, and SHI International Corporation has been approved as a State Contractor pursuant to Contract Number M-0003/A77560; and,

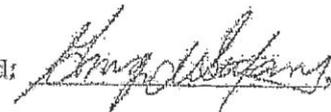
WHEREAS, the Hoboken Police Department requires new public safety records management software to replace old, unreliable software; and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the goods specified pursuant to State Contract M-0003/A77560; and

WHEREAS, SHI International Corporation has provided the City with a quotation dated March 10, 2014 for \$225,947.34, a copy of which is attached hereto, which includes maintenance and service for three (3) years; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$75,315.78 is available from 4-01-25-241-021 in the 2014 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2014; and at the annual date of execution of the contract, I will attempt to certify funds in the amount of \$75,315.78 for that years' expenditures under this agreement, and if such certifications shall not occur I will notify the Business Administrator in writing no more than twenty-four hours after adoption of the CY2015 or CY2016 budget, as is applicable with regards to the CY2015 or CY2016 term, and at least twenty-four (24) hours prior to the annual date of execution for all other terms; 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 its March 10, 2014 Quotation to the Purchasing Department, which is attached hereto, at cost not to exceed those listed in the Quotation, and for a total not to exceed amount of Two Hundred Twenty-Five Thousand Nine Hundred Forty-Seven Dollars and Thirty-Four Cents (\$225,947.34), as follows:

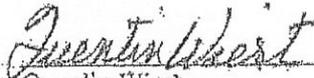
1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services based upon the following information:

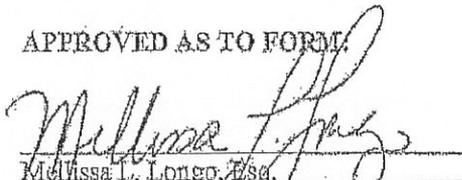
SHI International Corporation
 290 Davidson Avenue
 Somerset, New Jersey 08873

Meeting date: June 18, 2014

APPROVED:

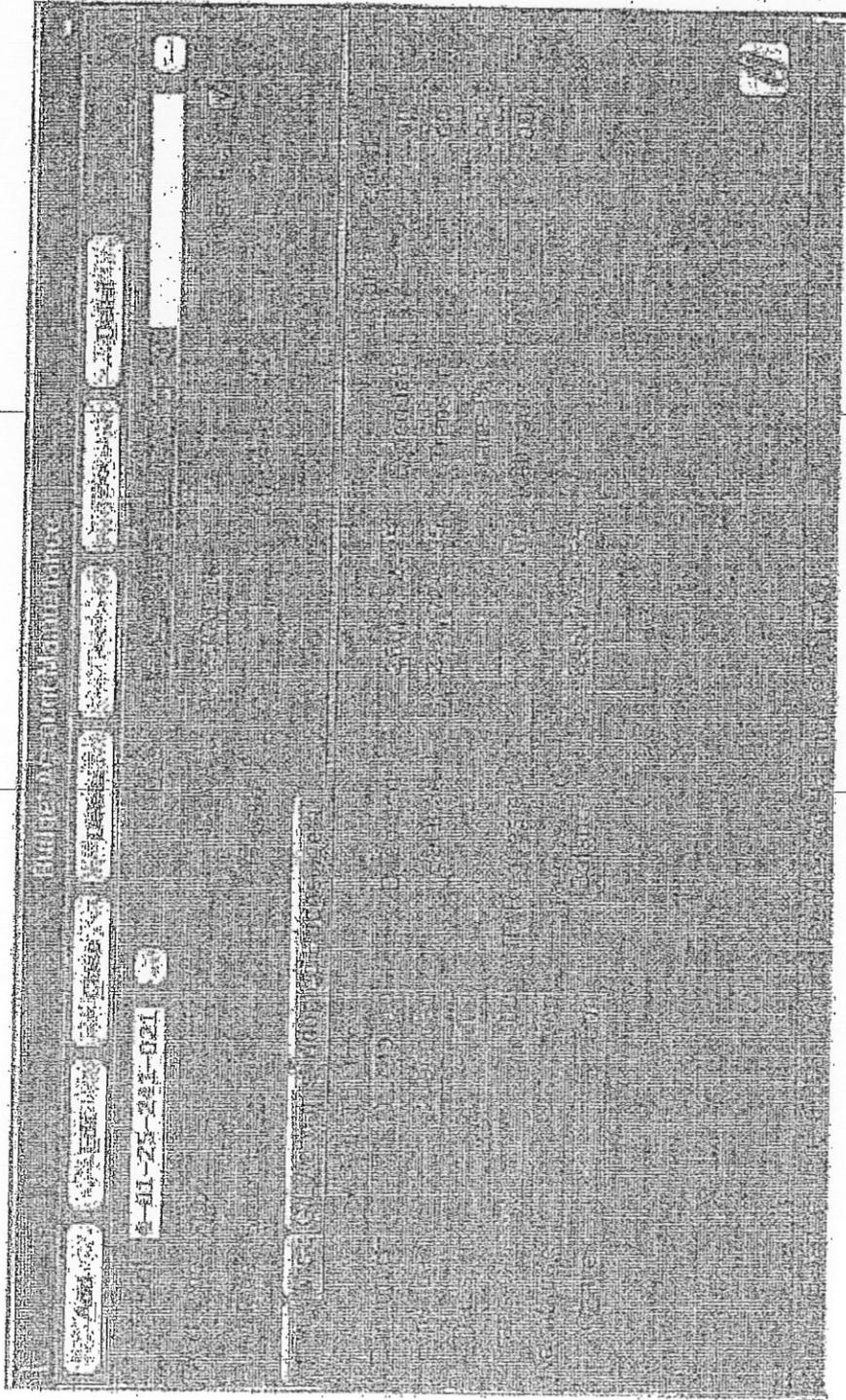
APPROVED AS TO FORM:


 Quentin Wiest
 Business Administrator


 Melissa L. Longo, Esq.
 Corporation Counsel

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

Absent



CITY OF HOBOKEN
Division of Purchasing



DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: April 24, 2014
To: Quentin Weist, Business Administrator
Corporation Counsel, City of Hoboken
Cc: ~~Jon Foeke, Director, Public Safety~~
From: AL B. Dineros
Subject: Request for a Resolution to Award the Contract to Purchase
Police Department Public Safety Software/System

To enhance public safety and records keeping Hoboken Police Department would like to purchase a public safety software/system to replace old unreliable equipment.

In accordance with NJ Local Public Contracts Law, N.J.S.A 40A:11-12, I recommend to ~~award the contract utilizing NJ State Contract M-0003/A77560. The vendor will be:~~

SHI International Corporation
290 Davidson Avenue
Somerset, NJ 08873

The total amount of the contract is not to exceed \$ 225,947.34 payable in three years. This price includes maintenance and support for three (3) years. See below for schedule of payments.

The following vendors listed on the State Contract provided the following quotes:

1. SHI International Corporation - (A77560)	Year 1 - \$75,315.78
Somerset, NJ	Year 2 - \$75,315.78
	Year 3 - \$75,315.78
	Total - \$225,947.34

This price includes maintenance and support for three (3) years, 4th and 5th year maintenance cost will be \$25,160.00 for the LawSoft software and \$2,124.00 for WTH GIS mapping components

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2011 fax (201) 420-2009

2. Dell Marketing LP - (A77003)	Year 1 - \$176,684.77
Round Rock, TX	Year 2 - \$48,913.28
Annual Maintenance	Year 3 - \$48,913.28
	Total - \$274,511.34
3. En Pointe Technologies Inc. - (A77562)	- "No Bid"
Gardena, CA	



Pricing Proposal
 Quotation #: 7744028
 Created On: Mar-10-2014
 Valid Until: Apr-30-2014

City of Hoboken NJ

IAE

Jon Tooke
 108 Hudson St
 Hoboken
 NJ
 07030-5704
 Phone: (201) 420-2245
 Fax:
 Email: adinaros@hobokennj.gov

Jeff Frost
 290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 800-477-6479
 Fax: 732-868-8913
 Email: Jeff_Frost@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 CAD/RMS Module for The Hoboken Police Department LawSoft CAD RMS System as demonstrated including all reports demonstrated as well as statistical and Accreditation compliant reports, Internal Affairs tracking module included. LawSoft - Part#: LawSoft CAD/RMS Note: Remote access for 20 mobile units included, InfoCop DMV Inquiry Integration included, Year 1	1	\$75,315.78	\$75,315.78
2 CAD/RMS Module for The Hoboken Police Department LawSoft CAD RMS System as demonstrated including all reports demonstrated as well as statistical and Accreditation compliant reports, Internal Affairs tracking module included. LawSoft - Part#: LawSoft CAD/RMS Note: Remote access for 20 mobile units included, InfoCop DMV Inquiry Integration included, Year 2	1	\$75,315.78	\$75,315.78
3 CAD/RMS Module for The Hoboken Police Department LawSoft CAD RMS System as demonstrated including all reports demonstrated as well as statistical and Accreditation compliant reports, Internal Affairs tracking module included. LawSoft - Part#: LawSoft CAD/RMS Note: Remote access for 20 mobile units included, InfoCop DMV Inquiry Integration included, Year 3	1	\$75,315.78	\$75,315.78
4 Integration of Live Scan system LawSoft - Part#: Cross Match Integration	1	\$0.00	\$0.00
5 Data conversion from existing vendor into the LawSoft CAD/RMS system integrated into LawSoft Master Name LawSoft - Part#: Data Conversion	1	\$0.00	\$0.00
6 Integration of E-Ticket. Summonses will be automatically uploaded to the CAD/RMS system via custom integration between InfoCop E-Ticket and LawSoft CAD/RMS LawSoft - Part#: E-Ticket Integration	1	\$0.00	\$0.00
7 ThinkGIS CAD Maps (10 User Licenses - 1 Editor License), Map Development and Configuration, Training, 9-1-1 Interface integrated into Maps and CAD, Active Call Tracking integrated into CAD CompStat Pln&Heat mapping integration into RMS for statistical rpt	1	\$0.00	\$0.00

LawSoft - Part#: WTH-ThinkGIS-011

8 FileMaker Server / FileMaker Pro client site license software Hoboken Police Department	1	\$0.00	\$0.00
LawSoft - Part#: FileMaker Server / FileMaker Pro			

Total \$225,947.34

Additional Comments

* Cost reflected above is the total cost of the CAD/RMS/GIS system including Maintenance and Support for 3 years. Upon the completion of the 3rd year the support and maintenance for years 4 and 5 will annually be \$25,160.00 for the LawSoft Software and \$2,124.00 for the WTH GIS mapping components.

Recurring Maintenance for LawSoft CAD/RMS \$25,160.00
Annual Recurring for ThinkGIS \$2,124.00

NJ Software State Contract #77580

Thank you for the opportunity to quote. SHI is a leading reseller of software, hardware, and peripherals. SHI is a 100% Asian-Owned Minority Company. SHI has been working with State and Local Governments for over 15 years. We have a Software Licensing Specialist for every major manufacturer and a hardware and service department to assist with any configuration.

Please keep SHI in mind for your future software and hardware needs.

For immediate assistance with quote requests, order inquiries or service, please contact your Inside Sales Team at 1-888-591-3400 or by email: NJGOV@shi.com

MARKUP AS FOLLOWS:

Adobe, Business Objects, Citrix, Novell, Quast, Red Hat Software, Symantec, Websense - .25%

Attachmate, BMC, EMC, IBM, KRONOS, Oracle, SAS Institute, Inc. - 0%

HP - 1%

Information Builders - 1.75%

VMWare - .50%

Software not listed above - 1.75%

Software Publisher Services - 2.00%

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO FEEDING OUR CHILDREN, INC. FOR THE PROVISIONS OF 2016 SUMMER FOOD SERVICE PROGRAM IN ACCORDANCE WITH THE PROVISIONS OF CITY'S BID NO. 16-15 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$46,551.12

WHEREAS, bids were received for 2016 Summer Food Service Program, as specified in Bid Number 16 – 15; and,

WHEREAS, two (2) bids were received, being:

<u>VENDOR</u>		<u>TOTAL BID</u>
1. Feeding Our Children, Inc. 749 Westside Avenue Jersey City, NJ 07306	Unit price Total bid Price	- \$ 2.29 - \$46,551.12
2. Nu-Way Concessionaires 339-345 Bergen Avenue Kearny, NJ 07032	Unit price Total bid price	- \$ 2.48 - \$50,413.44

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services specified in Bid No. 16 – 15, and Feeding Our Children, Inc. submitted the lowest, responsible and responsive bid in the amount of \$46,551.12; and,

WHEREAS, to the extent an interested party submitted notice of alleged informalities in the Feeding Our Children, Inc. bid, the City hereby waives any and all such formalities as follows: (1) the City waives any alleged informality in the sanitary inspection documentation provided since same was updated with the newest sanitary inspection license upon receipt of same from the municipality; (2) the city waives the alleged informality in the failure to include the agency and number on the disclosure of lobby form since same was implied from the form being submitted to the city (as agency) for the specific bid (number) as part of the overall packet; (3) the city waives any alleged informality in the use of the container since said container is entirely consistent with the container requirements defined by the State.

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

- A. This resolution awards a contract to Feeding Our Children, Inc. for Bid No. 16 – 15, in the total amount of Forty Six Thousand Five Hundred Fifty One Dollars and Twelve Cents (\$46,551.12) for 2016 Summer Food Service Program; and said contract shall be to Feeding Our Children, Inc., in accordance with the specifications as set forth in Bid No. 16 – 15.
- 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 terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the bid proposal; therefore, none will be accepted in performing obligations under the bid.
- 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. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), 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 date: June 15, 2016

APPROVED:

Quentin Wiest
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

Ahsia Prozo
 Ahsia Prozo, Esq.
 Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

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

JUN 15 2016

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO FEEDING OUR CHILDREN, INC. FOR THE PROVISIONS OF 2016 SUMMER FOOD SERVICE PROGRAM IN ACCORDANCE WITH THE PROVISIONS OF CITY'S BID NO. 16-15 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$46,551.12

AMOUNT TO BE CERTIFIED:

\$ 46,551.12

ACCOUNT NUMBER TO CERTIFY FROM:

T-03-40-000-004

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$46,551.12 is available in the following appropriation : T-03-40-000-004 ~~in the CY2016 appropriations~~; 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 CY2016 budget~~ ; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: *George DeStefano*, George DeStefano, CFO

by [Signature]
6/15/16

UW
Approved
5/18/16

SUMMER FOOD SERVICE PROGRAM INVITATION FOR BID AND CONTRACT

This document contains an invitation to food service management companies to bid for the furnishing of unfilled meals to be served to children participating in the Summer Food Service Program (SFSP) authorized by Section 13 of the National School Lunch Act and operated under Part 225 of the United States Department of Agriculture (USDA) regulations. This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the bidder and the sponsor named below.

SPONSOR		BID OPENING		
NAME CITY OF HOBOKEN	BID ISSUE DATE May 25, 2016	BID NUMBER 16-15		
AGREEMENT # 09-0089	DATE JUNE 8, 2016			
ADDRESS (Include City, State, Zip Code) Div. of Purchasing 2nd FL, 94 Washington St, Hoboken, NJ 07030	TIME 1:00 PM (prevailing time)	LOCATION City Clerk's Office, 1st Floor, City Hall 94 WASHINGTONSTREET, HOBOKEN NJ 07030		
CONTACT NAME DAVID CALAMONERI	TELEPHONE NUMBER 201-420-2277	TELEPHONE NUMBER 201-420-2277		
BIDDER				
NAME Feeding Our Children, Inc.	SIGNATURE (In Ink) <i>Frene Harmon</i>	NAME (Print or Type) Frene Harmon		
STREET ADDRESS (Include City, State, Zip Code) 749 Westside Ave JC NJ 07306	TITLE President	DATE 6/3/16		
TELEPHONE NUMBER 201-281-2426				
SECTION A - UNIT PRICE SCHEDULE/CONTRACT DATES				
COMMENCEMENT DATE JULY 5, 2016	EXPIRATION DATE AUGUST 31, 2016			
MEAL TYPE	ESTIMATED NUMBER OF SERVINGS (MEALS) PER DAY	ESTIMATED NUMBER OF SERVING DAYS	UNIT PRICE	ESTIMATED TOTAL PER MEAL
LUNCH	484	42	2.29	46,551.12
			Estimated Total	\$ 46,551.12
MEAL TYPE	ESTIMATED NUMBER OF SERVINGS (MEALS) PER DAY	ESTIMATED NUMBER OF SERVING DAYS	UNIT PRICE	ESTIMATED TOTAL PER MEAL
			Estimated Total	\$
TOTAL ESTIMATED AMOUNT OF BID (TO BE INSERTED BY THE BIDDER)				\$ 46,551.12
Prompt Payment Discount (To be inserted by bidder)	% for payment within	days		
BID BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate percentage from 5% to 10%).		PERFORMANCE BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate percentage from 10% to 26%).		
Bid Bond 5 %		Performance Bond	%	
ACCEPTANCE				
Sponsor and Contractor agree to abide by all provisions, specifications and stipulations in the attached Contract, its Attachments A, B, C, D, E and F and the Bidding Requirements and Specifications which are expressly made part of this Contract.				
CONTRACT NUMBER	NAME (Print)			
SPONSOR SIGNATURE	TITLE	DATE		

CMW/SFSP4/nc/Invitation

SECTION B - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - A. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - C. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer certifies that:
 - A. He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(A) through (1)(C) above; or B. He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (1) (A) through (1) (C) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(A) through (1) (C) above.

Meredith Brown
 Signature of Bidder's Authorized Representative

President
 Title

6/3/16
 Date

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative

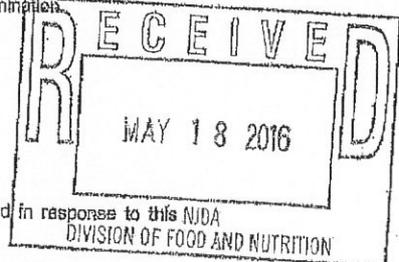
(Accepting a bidder's offer does not constitute award of the contract.)

Note: Sponsor and bidder shall execute this Certificate of Independent Price Determination.

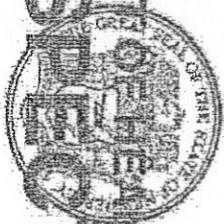
SECTION C - INSTRUCTIONS TO BIDDERS

1. Definition
As used herein:
 - A. The term "bid" means the bidder's offer.
 - B. The term "bidder" means a food service management company submitting a bid in response to this NDA Invitation for bid.
 - C. The term "contractor" means a successful bidder who is awarded a contract by a Sponsor under the SFSP.
 - D. The term "food service management company" in this Invitation for Bid and Contract means any commercial enterprise or public or private nonprofit organization which contracts with a sponsor to manage any aspect of the food service, including vendors which contract with a Sponsor to prepare unitized meals.
 - E. The term "invitation for bid," hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this program, the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.
 - F. The term "Sponsor" means the Service Institution which issues this IFB.
 - G. The term "unitized meal" means an individual proportioned meal consisting of a combination of foods meeting the Summer Food Service Program (SFSP) meal pattern requirements. Milk and/or juices may be unitized with other components or be delivered in bulk. The state agency may approve exceptions to the unitized meal such as separate hot and cold plates.

Other terms shall have the meaning ascribed to them in the SFSP regulations (7 CFR Part 225).



NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES
SANITARY INSPECTION REPORT



Feeding Our Children Inc.
 Name of Establishment _____

 Address *17 Wright Avenue*

SATISFACTORY

Detailed supporting data sheets are available upon request on those premises and at the local department of health.

NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES		LOCAL BOARD OF HEALTH	
CONSUMER AND ENVIRONMENTAL HEALTH SERVICES P.O. BOX 389 TRENTON, NEW JERSEY 08646-0389		LOCAL BOARD OF HEALTH (Name, address & telephone no.) Jersey City Health Division 199 Summit Avenue, Unit D1 Jersey City, NJ 07304 701-547-5473, 701-547-5276	
NAME OF INSPECTING OFFICIAL (Print)	DATE	NAME OF INSPECTING OFFICIAL (Print)	DATE
SIGNATURE OF INSPECTING OFFICIAL	PERMANENT REG. NO.	SIGNATURE OF INSPECTING OFFICIAL	PERMANENT REG. NO.
		<i>John Borja, R.E.H.S.</i>	6/8/2016
			8-159259

NOTE: In accordance with the State Sanitary Code, this report shall be posted in a conspicuous place near the public entrance of the establishment. Specific references in the Detail Data Sheets are to Chapter 13 of the State Sanitary Code, and/or Title 24, N.J.S.A.

JUNE 6, 2017

License is Hereby granted to:

License Type
COMMISSARY

FEEDING OUR CHILDREN INC.
17 WRIGHT AVENUE
JERSEY CITY NJ 07306

**THIS LICENSE MUST BE
POSTED IN PUBLIC VIEW**

NOT TRANSFERABLE

This is to Certify that the above licensee having paid the fixed fee and having agreed to comply and abide by all the provisions of N.J. State Codes, is hereby permitted to operate the above business. This license is granted subject to the provisions of said code. This license is also subject to suspension/revocation due to non compliance.

Fee: \$600.00



Health Officer

**BY ORDER OF THE JERSEY CITY DEPARTMENT
OF HEALTH AND HUMAN SERVICES**

CITY OF HOBOKEN
Division of Purchasing



DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: June 9, 2016
To: Quentin Wiest, Business Administrator
Corporation Counsel
From: AL B. Dineros
Subject: **Resolution to Award the Contract for Bid 16 -15 (Re-Bid)
2016 Summer Food Service Program**

Two (2) sealed bids out of three (3) vendors receiving bid packages was received and opened at City Hall on June 2, 2016.

Below is the summary of the two (2) bid proposals:

1. Feeding Our Children, Inc. 749 Westside Avenue Jersey City, NJ 07306	Unit price Total bid Price	- \$ 2.29 - \$46,551.12
---	-------------------------------	----------------------------

Sample lunch in white bag included-milk; turkey and cheese sandwich (wheat bread); condiments; fruit; salad

2. Nu-Way Concessionaires 339-345 Bergen Avenue Kearny, NJ 07032	Unit price Total bid price	- \$ 2.48 - \$50,413.44
--	-------------------------------	----------------------------

Sample lunch in small box was included-milk; turkey and cheese sandwich (hoagie bread); orange juice; condiments; fruit

Bid documentations and Review Comments:

1. Feeding Our Children provided a state sanitary inspection which was dated May 2015. Irene Haroun (owner) advised me that they are in the process of moving to a new place and they were inspected by the City yesterday. She sent me a copy of the new sanitary inspection report.

This vendor appears to have a complete submission.

2. Nu-Way Concessionaires appears to have a complete submission.
3. David Calamoneri, Summer Food Service Program coordinator evaluated the sample lunch provided with the bid proposals. Both samples from the two bidders appear to be satisfactory. His evaluation is attached.

Recommendation:

Based on my evaluation, I recommend awarding this contract to Feeding Our Children Inc. for not to exceed \$46,551.12

From: David Calamoneri
Sent: Wednesday, June 08, 2016 4:00 PM
To: Al Dineris
Cc: Jennifer Mastropietro
Subject: Summer Lunch lunch sample lunches

Al,

I sampled the lunches provided with today's bids for Hoboken's 2016 Summer Food Service Program.

Feeding Our Children provided an 8oz. container of 1% milk, a nectarine, a small salad, and a turkey and cheese sandwich on a small, pretty nice, hoagie roll. The sandwich had three slices of turkey and two large slices of provolone (or mozzarella). Appropriate condiments were also provided. Lunch was served as a whole unit in a paper bag. Salad is not a part of Hoboken's lunch program's specific two week menu which must be followed over the summer, but is an adequate alternative.

NuWay Foods provided an 8 oz. container of 1% milk, an apple, an orange juice, and a turkey and American cheese sandwich on somewhat stale wheat bread. The sandwich contained two slices of turkey and a very small slice of yellow American cheese. Appropriate condiments were also provided. Lunch was served as a whole unit in a small cardboard box.

Both lunches met NJ State nutrition requirements. Feeding Our Children's sandwich was better and had more meat and cheese in it.

David Calamoneri

Department of Environmental Services
City of Hoboken
(201) 420-2277
dcalamoneri@hobokennj.gov

INTRODUCED BY:
SECONDED BY:



12

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDS AN EMERGENCY CONTRACT TO
REGGIO CONSTRUCTION INC. FOR STRUCTURAL REPAIRS TO
THE MULTISERVICE CENTER ASPHALT RINK, IN AN AMOUNT
NOT TO EXCEED \$36,475.00 (PREVAILING WAGE COMPLIANT)
FOR GOODS AND SERVICE TO BE PROVIDED IMMEDIATELY
UPON APPROVAL BY THE COUNCIL**

WHEREAS, the City of Hoboken is faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the Multiservice Center asphalt rink is structurally unsound and required immediate repair; and,

WHEREAS, the Administration requested quotes from known contractors, and consulted with the single lowest quoted vendor, Reggio Construction Inc.; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration hereby seeks to award an emergency contract to Reggio Construction Inc. for said services as an emergency contract, and the Council is asked to authorize and ratify the award of the contract for a total contract amount not to exceed Thirty Six Thousand Four Hundred Seventy Five Dollars (\$36,475.00), for services to be provided expeditiously upon authorization to proceed from the Business Administrator, with payments to be made thereafter upon proper compliance with the applicable emergency sections of the state statutes; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for a total contract amount not to exceed Thirty Six Thousand Four Hundred Seventy Five Dollars (\$36,475.00), for services to be provided expeditiously upon authorization to proceed from the Business Administrator, with payments to be made thereafter upon proper compliance with the applicable emergency sections of the state statutes as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached cost sheet shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. This resolution is for the services listed on the cost sheet, and shall not be for any continuous contracting with this contractor beyond this specific proposal and this specific job.
6. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Reggio Construction Inc.

Meeting date: June 15, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Aysia Proko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDS AN EMERGENCY CONTRACT TO REGGIO CONSTRUCTION INC. FOR STRUCTURAL REPAIRS TO THE MULTISERVICE CENTER ASPHALT RINK, IN AN AMOUNT NOT TO EXCEED \$36,475.00 (PREVAILING WAGE COMPLIANT) FOR GOODS AND SERVICE TO BE PROVIDED IMMEDIATELY UPON APPROVAL BY THE COUNCIL

AMOUNT TO BE CERTIFIED:

\$36,475.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-715-218

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$36,475.00 is available in the following appropriation: C-04-60-715-218; 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 ~~CY 2016~~ ²⁰¹⁶; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.**

Signature: George DeStefano, CFO

James J. Sarina
6/15/16

AT A MEETING HELD ON: JUN 15 2016

James J. Sarina

CITY CLERK

Reggio Construction Inc.

1575 West Street * Fort Lee, NJ 07024
Phone: 201-363-0156 * Fax: 201-363-8965

May 18, 2016

City of Hoboken
94 Washington Ave.
Hoboken, NJ

Attn: Leo Pellegrini, Director Health & Human Services/Public Works
Re: Multi-Center Asphalt Rink

PRICE QUOTE

OPTION # 1

- 10,200 SF Area
- Remove, cut and dispose of high spots
- Clean entire area with blowers
- Apply liquid hot tack coat (adhesive)
- Install asphalt leveling course & compact
- Install 2" compacted I-5 surface course asphalt to entire

LUMP SUM PRICE \$29,275.00

OPTION # 2

- 10,200 SF Area
- Mill area up to 2" depth and dispose of material
- Clean entire area with blowers
- Apply liquid hot tack coat (adhesive)
- Install asphalt leveling course & compact
- Install 2" compacted I-5 surface course asphalt to entire area

LUMP SUM PRICE \$36,475.00

Thank You,

Joseph Bagnato Jr.

Owner

SABIA CONSTRUCTION, LLC

GENERAL CONTRACTORS

1714 Willow Avenue
Hoboken, New Jersey 07030

Phone: 201.422.0006

Fax: 551.200.6412

Joseph Cell: 201.522.6269

Anthony Cell: 201.832.9629

NJ HIC#13VH03185700

June 5, 2016

To: City of Hoboken
94 Washington Street
Hoboken, NJ, 07030
Att.: Leo Pellegrini

Re: Proposal for Hockey Rink 10,200 Square Feet

Scope of Work:

1. Rip out and cart away existing surface and clean 10,200 SF
2. Install asphalt that is compact to the surface level
3. Install 2" I-5 asphalt surface to 10,200 SF of play area
4. Excludes police, no parking signs, and permits.

Total Cost: \$43,000.00

GK FOTINOS LLC

62 ROCKWELL CIRCLE, MARLBORO, NJ 07046

5/26/2016

VIA EMAIL

GK FOTINOS LLC
62 Rockwell Circle, Marlboro, NJ 07046

City of Hoboken
94 Washington Street
Hoboken, N.J. 07030
Attn: Leo Pellegrini

Re: Multi Service Center Hockey Rink 124 Grand Street, Hoboken, NJ 07030

Dear Mr. Pellegrini

In response to the request to submit a quote upon our review of the hockey rink at 124 Grand Street. The approximate square footage of 10,500 and as requested by your office and the Director of Health and Human Services, following please find a proposal for the above referenced project.

1. Remove and dispose of current surface
2. The project will include removing, cutting and disposing of current damaged surface
3. As per owner request to mill up to 2" depth
4. The permit to be issued within 5 days of our application to the building Department
5. Liquid hot tack adhesive will be applied to the surface
6. Installation of 2" compact surface asphalt to approximately 10,500 SF of playing area

In summarizing, this is a project that we would like to get involved in, and weather permitting there will be no problems completing it well within the 14 day duration proposed. Our Price to perform the above work with NO other change to the plans and specifications is:

Fifty Four Thousand Dollars (\$ 54,000.00)

Feel free to call me should you have any questions or you need any further clarification.

Regards

Theo Hadjitheodosiou, CPA
GK FOTINOS LLC



**City of Hoboken
Request for Emergency Purchasing Authority**

Requesting Department:	Environmental Services
Department Head (Printed Name)	Leo Pellegrini
E-mail/Phone/Cell Phone number	lpellegrini@hobokennj.gov
Request for the Purchase of:	Services
Requested Supplier (vendor name):	Reggio Construction
Cost Estimate (attach invoice/quote):	36,450.00 36,475.00 J.W.

Upon approval of the Business Administrator emergency purchases may be made to address a situation that creates a danger to public health, safety or welfare, e.g. by reason of floods, epidemics, equipment failures or other similar circumstances in accordance with Hoboken Code Section 60 -11: Emergency Purchases.

Background and Justification (attach additional sheets as needed):

The hockey rink contains cracks that are dangerous to users. A bid for an expensive reconstruction was planned but cancelled in order to allow the City to conduct a study of a reuse of the property for a future sports facility. To allow play to proceed for this season a less costly repair contract should be awarded. Three quotations were received as the total cost is less than the bid threshold of \$40,000.

Department Head Certification: The information provided above is true and accurate to the best of my knowledge; and there is insufficient time and/or other extenuating circumstances (detailed above) creating a public exigency which require a direct and immediate procurement, in the best interest of the City:

Department Head (signature): Leo Pellegrini Date: 6/16/16

Approved Rejected

Business Administrator: Quentin Wiest
(Signature)

Date: 6-21-16

Introduced by: David M...
Seconded by: Peter H. King

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION EXERCISING THE CITY'S OPTION TO EXTEND THE CONTRACT TO ABSOLUTE FIRE PROTECTION COMPANY, INC FOR THE PROVISIONS OF MAINTENANCE SERVICES FOR FIRE APPARATUS IN ACCORDANCE WITH THE CITY'S BID NO. 15 - 12 FOR AN ADDITIONAL ONE YEAR IN THE TOTAL NOT TO EXCEED AMOUNT OF \$ 50,300.00 TO COMMENCE MAY 21, 2016 AND EXPIRE ON MAY 19, 2017

WHEREAS, proposals were received for Bid Number 15 - 12 for the provisions of maintenance services for fire apparatus and the contract was, thereafter, awarded to Absolute Fire Protection Company, Inc and the City now seeks to exercise one of its options to extend the contract; and,

WHEREAS, pursuant to the recommendation of the Purchasing Department the City entered into a one (1) year contract with Absolute Fire Protection Company, Inc, which is set to expire on May 20, 2016, and the City now wishes to exercise one of its options to extend the contract for the goods and services specified in Bid No. 15 - 12 for an additional one year term, to commence May 21, 2016, and further maintains its rights to exercise the additional two (2) one year options to extend at the sole discretion of the City; and,

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

- A. This resolution exercises the City's option to extend the contract for the goods and services specified in Bid No. 15 - 12, for an additional one year term, to commence May 21, 2016, and further maintain the City's rights to the additional two (2) one year options to extend at the sole discretion of the City.
- B. The City exercises this one year option to extend in the total amount of Fifty Thousand Three Hundred Dollars (\$50,300.00), in year one (1), with all options to extend and all funds thereunder subject to non-appropriation of funds and extension at the sole discretion of the City.
- C. 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 contract. The contract term shall hereby be extended to May 19, 2017
- D. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted, so none will be allowable under the contract.
- E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), 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 date: June 15, 2016

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Alesia Proko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUN 15 2016

James J. Sarcina

CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION EXERCISING THE CITY'S OPTION TO EXTEND THE CONTRACT TO ABSOLUTE FIRE PROTECTION COMPANY, INC FOR THE PROVISIONS OF MAINTENANCE SERVICES FOR FIRE APPARATUS IN ACCORDANCE WITH THE CITY'S BID NO. 15 - 12 FOR AN ADDITIONAL ONE YEAR IN THE TOTAL NOT TO EXCEED AMOUNT OF \$ 50,300.00 TO COMMENCE MAY 21, 2016 AND EXPIRE ON MAY 19, 2017

AMOUNT TO BE CERTIFIED:

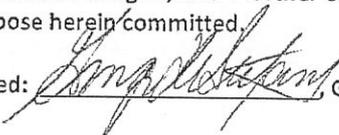
\$ 50,300.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-25-266-032

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,300 is available in the following appropriation: 6-01-25-266-032 in the CY2016 appropriations; 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 CY2016 budget ; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

Budget Account Maintenance

Account: 6-01-25-266-020
 Desc: FIRE DEPARTMENT ONE
 Cap Flag:

Add Type: Control
 Fund Type: Budget
 Class Id:

CNK Acct: OPERATING
 Class Id 2:

Activity To Date		Current Period	
Encumber	60,344.55	Budgeted	311,082.00
Expended	65,567.50	Balance	184,866.95
Trans-In	.00	Trans-In	.00
Trans-Out	.00	Trans-Out	.00
Reimburse	-283.00	YTD Requested	11,113.11
Cancel	.00	Requested Balance	173,753.84

June 14, 2016
09:41 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 06/14/16 Batch Type: Standard

Account No.	Type	Entry Description	Amount	Seq
Account Description				
6-01-25-266-032	Encumbrance	CFO Cert for meeting 06/15/16 Absolute	50,300.00	1
VEHICLE MAINTENANCE-Fire Dept				

WARNING: This account would have a negative balance: 6-01-25-266-032. Balance would be: 1,304.93-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	50,300.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	50,300.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	50,300.00
Total:	1	50,300.00

There are warnings in this listing, but can proceed with update.

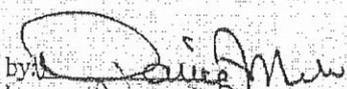
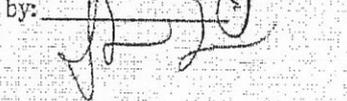
June 14, 2016
09:41 AM

CITY OF HOBOKEN
Budget Batch Update/Posting Report

Page No: 1

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	50,300.00			

Batch: GDS Updated Entries: 1 Updated Amount: 50,300.00 Ref Num: 4193

Introduced by: 
Seconded by: 

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO ABSOLUTE FIRE PROTECTION COMPANY, INC. FOR THE PROVISIONS OF MAINTENANCE SERVICES FOR FIRE APPARATUS IN ACCORDANCE WITH THE CITY'S BID NO. 15-12 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$50,300.00

WHEREAS, bids were received for Maintenance Services for Fire Apparatus, as specified in Bid Number 15 - 12; and,

WHEREAS, three (3) responsible and responsive bids were received, being:

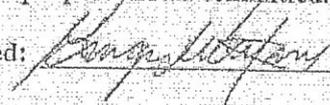
VENDOR	BIDS
a. Absolute Fire Protection Company, Inc. 2800 Hamilton Boulevard South Plainfield, NJ 07080	Labor Rate: \$95.00/HR Parts Discount: 15% Bid Price: \$50,300.00
b. First Priority 2444 Ridgeway BLVD Manchester, NJ 08759	Labor Rate: \$85.00/HR Parts Discount: 20% Bid Price: \$57,400.00
c. Campbell Supply Co., LLC 1016 Cranbury S River Road Monroe, NJ 08831	Labor Rate: \$114.00/HR Parts Discount: 20% Bid Price: \$72,208.26

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods in accordance with the provisions of City's Bid No. 15 -12; and

WHEREAS, Absolute Fire Protection Company, Inc. shall provide the City with service for one (1) year, commencing May 21, 2015 and expiring May 20, 2015; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that funds are available from the following appropriations: \$50,300.00 from 5-01-25-266-032 in the CY2015 budget, as presented at the May 20, 2015 City Council meeting, upon adoption of said 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 as follows:

- A. This resolution awards a contract to Absolute Fire Protection Company, Inc. for Bid No. 15-12, in the total not to exceed amount of Fifty Thousand Three Hundred Dollars (\$50,300.00) for Maintenance Services of Fire Apparatus, and said contract shall be awarded to Absolute Fire Protection Company, Inc. in accordance with the specifications as set forth in Bid No. 15-12.
- 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 terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the bid proposal and Purchasing Agent's recommendations; therefore, none will be accepted in performing obligations under the bid.
- 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. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), 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 date: May 20, 2015

APPROVED:

Quentin West
 Quentin West
 Business Administrator

APPROVED AS TO FORM:

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

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON
 MAY 20 2015

James J. ...
 CITY CLERK

31 266,582.00

Note: 1. These estimates are provided as informational estimates only and the City shall not be obligated to purchase any minimum or maximum number of service hours herein described. Vendor will be paid for the actual parts, materials or services used or rendered.

2. Vendor must provide a written quote with an itemize price list of all required repair prior to commencing any repair (see Paragraph 7, supra).

3. Vendor must seek authorization from the City authorized representative prior to commencement of work/repair (see Paragraph 7-8, supra).

TERM OF CONTRACT

The initial term of the contract awarded hereunder shall be for one (1) year from the date of contract award, with three (3) separate one (1) year options to extend, both of which options shall be at the sole discretion of the City.

SIGNATURE PAGE


Signature

May 8, 2015

Date

Salvatore Giannotta

Print Name

Vice President Service & Warranty

Title/Position

Absolute Fire Protection Company, Inc.

Bidder/Company

2800 Hamilton Boulevard, South Plainfield, NJ 07080

Company Address

908-757-3600

Telephone #

908-757-3616

Fax #

sal@absolutefire.com

Email Address

frank@absolutefire.com

PO Email Address

Note: The above individual must be authorized to sign on behalf of company submitting proposal.

CITY OF HOBOKEN
Bid Number: 15 – 12
Maintenance Services of Fire Apparatus
BID PROPOSAL SHEET

Bidders should familiarize themselves with the local conditions affecting the cost of the work and the site for the work. Bidders are required to perform, provide and furnish all of the labor, materials, necessary tools, fees, permits and equipment including transportation services necessary to complete the work outlined at the unit prices indicated below.

Bidder must indicate response time for emergency call: 4 Hour(s)

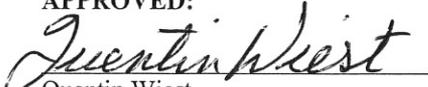
ITEM	Estimated Annual QTY	Unit Cost	Extended Annual Cost
A. Annual Preventive Maintenance per Pumper- Includes Chassis and Pump.	6	\$380.00	A.\$ <u>2,280.00</u>
B. Annual Preventive Maintenance for Aerials and Rescues which is for the Chassis.	6	\$870.00	B.\$ <u>5,220.00</u>
C. Annual Aerial Device Preventive Maintenance Service.	6	\$1,850.00	C.\$ <u>11,100.00</u>
D. Class "B" Preventive Maintenance Services on All Front Line Apparatus.	6	\$200.00	D.\$ <u>1,200.00</u>
ITEM	Estimated Annual Hours	Unit Cost (Per Hour)	Extended Annual Cost
E. Hourly Labor Rate	200	\$95.00	E.\$ <u>19,000.00</u>
F. 1. For the purpose of this bid, assume the total cost of parts to be \$10,000.00. 2. For discount use negative percentage. Mark-Up: <u>15</u> % (_____ % X \$10,000.00) + (\$10,000)			F.\$ <u>11,500.00</u>
G. Total Lump Sum Bid (A + B + C+D+E+F)			G.\$ <u>50,300.00</u>

referenced goods and/or services based upon the following information:

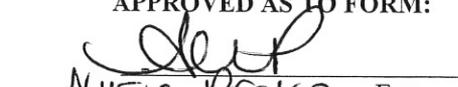
Amano McGann, Inc.
140 Harrison Avenue
Roseland, NJ 07068

Meeting date: June 15, 2016

APPROVED:


Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Aysia Proko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham		/		
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	✓			
Ruben Ramos, Jr.		✓		
Michael Russo	✓			
President Jennifer Giattino	✓			

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


JUN 15 2016
CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO AMANO MCGANN, INC TO PURCHASE PROPRIETARY PARKING METERS AND COMPUTER HARDWARE FOR HPU PAYSTATION UPGRADE FOR A NOT TO EXCEED AMOUNT OF \$1,750,000.00.

AMOUNT TO BE CERTIFIED:

\$1,750,000.00

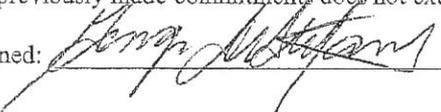
ACCOUNT NUMBER TO CERTIFY FROM:

P-30-60-114-100

CERTIFICATION:

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$1,750,000.00 is available in the following appropriations: P-30-60-114-100 and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.

Signed:  _____, George DeStefano, CFO

June 14, 2016
09:39 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 06/14/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
P-30-60-114-100 2014 Multi Meters Z-313	Encumbrance	CFO Cert for meeting 06/15/16 Amano	1,750,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	P-30	0.00	0.00	0.00	0.00	0.00	1,750,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	1,750,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	1,750,000.00
Total:	1	1,750,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount		
Reimbursements:	0	0.00		
Expenditures:	0	0.00		
Transfer In:	0	0.00		
Transfer Out:	0	0.00		
Cancel:	0	0.00		
Encumbrances:	1	1,750,000.00		

Batch: GDS Updated Entries: 1 Updated Amount: 1,750,000.00 Ref Num: 4192

CITY OF HOBOKEN
Division of Purchasing



DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: February 22, 2016
To: Quentin Wiest, Business Administrator
Corporation Counsel, City of Hoboken
From: AL B. Dineros
Subject: DETERMINATION OF SPECIALIZED (PROPRIETARY) GOODS AND SERVICES

Contract For: Upgrade to HPU Parking Meters and Computer Hardware

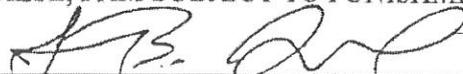
CERTIFICATION

In accordance with N.J.A.C. 5:34-9.1 I hereby certify that the goods and services mentioned above, for which the City seeks to initiate a contract, fall under the category and definition of "proprietary goods and services".

I hereby certify that these goods and services are proprietary for specific brand/company. There are several brands available; however, the equipment, computer hardware and software will not work if there is any attempt to mix and/or match the different brands and/or company's' software and hardware together. Once the initial software is purchased from the successful vendor, any additional hardware, software and equipment must be supplied by the same brand/company, otherwise the functionality and the performance of the entire system will greatly undermined, and may become completely unusable.

I CERTIFY THAT THE ABOVE STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

By


AL B. Dineros, QPA, City of Hoboken

Certified Date:

2/22/2016

AMANO McGANN

Project Name: HPU Amano MSM
Proposal Number: Q 2016155
Proposal Date: 5/17/2016

Submitted to: Hoboken Parking Utility

Submitted by: Amano McGann, Inc.

Customer Name:

Amano
Representative: Todd Townsend

Address: 101 Hudson Ave

Address: 140 Harrison Ave

City, State, Zip: Hoboken, NJ, 07030

City, State, Zip: Roseland, New Jersey, 07068

Tel:

Tel:

615-636-3456

Email:

Email:

Todd.townsend@amanomcgann.com

Proposal valid through: 8/17/2016

AMANO McGANN

Item #	Multi-Space Meter	Hoboken Price	Quantity	TOTAL Hoboken Price
APM-1005CCB	ELITE- Coin, IDTech Card Reader, Bill, Solar, NO GPRS (3G), NO Coin Vault, NO Bill Vault, battery, QVGA Mono display with softkeys, 1 Printer, 1 Roll Ticket Stock	\$6,700.00	26	\$174,200
APM-1114BNV	Metric Bill Vault	\$200.00	26	\$5,200
APM-1115SCV	Coin Vault	\$200.00	26	\$5,200
APM-1103DPR	Dual Printer	\$750.00	26	\$19,500
APM-E21992	40 Key Alpha/Numeric-Keypad - Pay by Plate - Elite	\$500.00	26	\$13,000
APM-1127CMU	Upgrade Modem- CDMA Modem	\$700.00	26	\$18,200
				\$235,300
APM-107770	Mounting Kit- Sub-terranean	\$90.00	10	\$900
APM-DELIVERY	Meter Shipment	\$100.00	26	\$2,600
	CLIENT HOSTED (Airtime and Credit Call Merchant Fee)			
APM-2035MASR	Credit Call Merchant Fee	\$15.00	26	\$4,680
APM-2052SR	KORE CDMA 10mb	\$15.00	26	\$4,680

AMANO McGANN

TOTAL SYSTEM SUMMARY

Products Subtotal: \$236,200.00
Installation & Technical Services: \$00.00
Freight: \$2,600.00
Applicable Taxes: \$0.00
Total System Investment: \$238,800.00

AMANO McGANN

Terms & Conditions

Conditions and Disclaimers

- Amano McGann has included our standard Merit Shop Labor Rates for this project. Should Prevailing Wage, Union, and/or PLA Labor be required, additional costs may apply and will be quoted separately.
- Amano McGann assumes work can be completed during normal working hours. After-hours and weekend installation may result in additional fees.
- Amano McGann assumes penalties, liabilities, and/or consequential damages will not be part of the contract terms and conditions.
- Amano McGann reserves the right to negotiate mutually acceptable contract terms.

Installation

Installation by Customer.

Product Delivery

~~Estimated lead time for equipment is 12-16 weeks from receipt of all required order forms and deposit for product delivery, when applicable. Amano McGann will provide a secure off-site storage area for said materials throughout duration of the installation. Such materials will be treated as 'stored materials' for the purposes of payment applications.~~

Tax

Prices in this proposal do not include tax.

Change Orders

Any alteration or deviation from the above specifications, including but not limited to any such changes involving additional material and/or labor costs, will be executed only upon a written change order for same, signed by both Buyer and Amano McGann. If there is any charge for such alteration or deviation, the additional charge will be added to the contract price.

Bonding, Insurance, & Liquidated Damages

Any bonding requirements are not included in this proposal and shall be provided at an additional charge based upon scope. Any insurance requirements outside of standard coverage's carried by Amano McGann are not included in this proposal and shall be provided at an additional charge based upon additional requirements and terms of coverage. Liquidated damages are not included in this proposal.

Warranty

This proposal includes a 12 month warranty on parts and labor for defects in materials or manufacture. Warranty does not cover damage or malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges, power failure, or use of non-manufacturer approved parts or consumable supplies.

Payment Terms

1. 0 % down payment due upon acceptance of proposal.
2. Remainder to be invoiced upon completion of system installation.
3. Past due accounts will be subject to a late fee of 5% of the amount due.
4. Cancellation of contract or P.O. prior to on-site delivery results in a 25% restocking charge. There is no return or refund on custom products/services.

AMANO McGANN

Proposal Validity

This proposal is valid through 8/17/2016. If the executed contract and/or purchase order is received after the expiration date, Amano McGann reserves the right to issue a revised proposal.

Acceptance & Authorization

THE PRICES, DELIVERABLES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. AMANO MCGANN IS AUTHORIZED TO PERFORM THE WORK AS SPECIFIED.

Agreed on Behalf of Hoboken Parking Utility:

Signature _____

Print Name and Title _____

Date _____

Billing Address _____

Client PO Number _____

AMANO McGANN

Warranty

The Amano McGann project management and sales consulting staff understands that no matter how sophisticated a parking system is, it is the ongoing service that will make the system functional and effective. After the contract is signed, Amano McGann sales personnel and project managers stay involved throughout the life of the equipment. The goal is to create customers for life.

Amano McGann is committed to providing you with service to meet the needs of your parking operation. Downtime for parking equipment could mean serious inconvenience for parkers, loss of revenue, or hindrance of ingress. Amano McGann will do everything possible to minimize any system downtime.

This Amano McGann system comes with a Parts Warranty period of 12 months. Your warranty start date will begin upon substantial completion of system. All work is warranted in its entirety to be free of mechanical or electrical defects in design, material, and/or workmanship. Amano McGann will repair or replace all work delivered under the Contract and correct any defect within the Warranty Period at no additional cost. The maintenance service during the warranty period will include all parts, labor, transportation, and support services to successfully perform maintenance, repair, and/or replace any hardware, mechanical, electronic, programming, or software component, to ensure the parking control system performs according to the requirements of the technical specifications. This maintenance service includes all lane equipment, host computer system hardware, operating system, software, and all associated communication sub-systems and peripheral devices.

During this warranty period, work shall be performed during normal business hours Monday through Friday from 8:00AM to 4:30PM. All other service calls shall be billed at cost of services.

This warranty does not apply to situations where damage or malfunctions resulting from fire, flood, earthquakes, elements of nature or acts of God, strikes, riots, collision, vandalism, misuse, electrical surges, power failure, use of non-manufacturer approved parts or consumable supplies, or any other similar cause beyond the reasonable control of Amano McGann.

Amano McGann is confident that we will provide the highest level of warranty service and ongoing maintenance support for the proposed parking control system. Our clients have high expectations, and we continue to provide quick response and resolution to ever changing service needs.

AMANO McGANN

AMANO McGANN

Project Name: HPU Amano MSM
Proposal Number: Q-2016160
Proposal Date: 5/17/2016

Submitted to: Hoboken Parking Utility

Submitted by: Amano McGann, Inc.

Customer Name:

Amano
Representative: Todd Townsend

Address: 101 Hudson Ave

Address: 140 Harrison Ave

City, State, Zip: Hoboken, NJ, 07030

City, State, Zip: Roseland, New Jersey, 07068

Tel:

Tel:

615-636-3456

Email:

Email:

Todd.townsend@amanomcgann.com

Proposal valid through: 8/17/2016

AMANO McGANN

Item #	Multi-Space Meter	Hoboken Price	Quantity	TOTAL Hoboken Price
	METER			
APM-AMI-SPRI-HBKN	SPRITE- Coin, IDTech Card Reader, Bill, Solar, CDMA (3G), NO Coin Vault, NO Bill Vault, battery, 40 way keypad, QVGA Mono display with softkeys, 1 Printer, 1 Roll Ticket Stock	\$7,900.00	152	\$1,200,800
APM-1114BNV	Metric Bill Vault	\$200.00	152	\$30,400
APM-1115SCV	Coin Vault	\$200.00	152	\$30,400
				\$1,261,600
APM-107770	Mounting Kit- Sub-terranean	\$90.00	30	\$2,700
APM-DELIVERY	Meter Shipment	\$100.00	152	\$15,200
	CLIENT HOSTED (Airtime and Credit Call Merchant Fee)			
APM-2035MASR	Credit Call Merchant Fee	\$15.00	152	\$27,360.00
APM-2052SR	KORE CDMA 10mb	\$15.00	152	\$27,360.00

AMANO McGANN

TOTAL SYSTEM SUMMARY

Products Subtotal: \$1,264,300.00
Installation & Technical Services: \$00.00
Freight: \$15,200.00
Applicable Taxes: \$0.00
Total System Investment: \$1,279,500.00

AMANO McGANN

Terms & Conditions

Conditions and Disclaimers

- Amano McGann has included our standard Merit Shop Labor Rates for this project. Should Prevailing Wage, Union, and/or PLA Labor be required, additional costs may apply and will be quoted separately.
- Amano McGann assumes work can be completed during normal working hours. After-hours and weekend installation may result in additional fees.
- Amano McGann assumes penalties, liabilities, and/or consequential damages will not be part of the contract terms and conditions.
- Amano McGann reserves the right to negotiate mutually acceptable contract terms.

Installation

Installation by Customer.

Product Delivery

~~Estimated lead time for equipment is 18-22 weeks from receipt of all required order forms and deposit for product~~ delivery, when applicable. Amano McGann will provide a secure off-site storage area for said materials throughout duration of the installation. Such materials will be treated as 'stored materials' for the purposes of payment applications.

Tax

Prices in this proposal do not include tax.

Change Orders

Any alteration or deviation from the above specifications, including but not limited to any such changes involving additional material and/or labor costs, will be executed only upon a written change order for same, signed by both Buyer and Amano McGann. If there is any charge for such alteration or deviation, the additional charge will be added to the contract price.

Bonding, Insurance, & Liquidated Damages

Any bonding requirements are not included in this proposal and shall be provided at an additional charge based upon scope. Any insurance requirements outside of standard coverage's carried by Amano McGann are not included in this proposal and shall be provided at an additional charge based upon additional requirements and terms of coverage. Liquidated damages are not included in this proposal.

Warranty

This proposal includes a 12 month warranty on parts and labor for defects in materials or manufacture. Warranty does not cover damage or malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges, power failure, or use of non-manufacturer approved parts or consumable supplies.

Payment Terms

1. 0 % down payment due upon acceptance of proposal.
2. Remainder to be invoiced upon completion of system installation.
3. Past due accounts will be subject to a late fee of 5% of the amount due.
4. Cancellation of contract or P.O. prior to on-site delivery results in a 25% restocking charge. There is no return or refund on custom products/services.

AMANO McGANN

Proposal Validity

This proposal is valid through 8/17/2016. If the executed contract and/or purchase order is received after the expiration date, Amano McGann reserves the right to issue a revised proposal.

Acceptance & Authorization

THE PRICES, DELIVERABLES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. AMANO MCGANN IS AUTHORIZED TO PERFORM THE WORK AS SPECIFIED.

Agreed on Behalf of Hoboken Parking Utility:

Signature _____

Print Name and Title _____

Date _____

Billing Address _____

Client PO Number _____

AMANO McGANN

Warranty

The Amano McGann project management and sales consulting staff understands that no matter how sophisticated a parking system is, it is the ongoing service that will make the system functional and effective. After the contract is signed, Amano McGann sales personnel and project managers stay involved throughout the life of the equipment. The goal is to create customers for life.

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This Amano McGann system comes with a Parts Warranty period of 12 months. Your warranty start date will begin upon substantial completion of system. All work is warranted in its entirety to be free of mechanical or electrical defects in design, material, and/or workmanship. Amano McGann will repair or replace all work delivered under the Contract and correct any defect within the Warranty Period at no additional cost. The maintenance service during the warranty period will include all parts, labor, transportation, and support services to successfully perform maintenance, repair, and/or replace any hardware, mechanical, electronic, programming, or software component, to ensure the parking control system performs according to the requirements of the technical specifications. This maintenance service includes all lane equipment, host computer system hardware, operating system, software, and all associated communication sub-systems and peripheral devices.

During this warranty period, work shall be performed during normal business hours Monday through Friday from 8:00AM to 4:30PM. All other service calls shall be billed at cost of services.

This warranty does not apply to situations where damage or malfunctions resulting from fire, flood, earthquakes, elements of nature or acts of God, strikes, riots, collision, vandalism, misuse, electrical surges, power failure, use of non-manufacturer approved parts or consumable supplies, or any other similar cause beyond the reasonable control of Amano McGann.

Amano McGann is confident that we will provide the highest level of warranty service and ongoing maintenance support for the proposed parking control system. Our clients have high expectations, and we continue to provide quick response and resolution to ever changing service needs.

AMANO McGANN

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

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

JUN 15 2016

James J. Savino

CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOBOKEN DAY CARE 100
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

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- and 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 60 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, 2016 and end on June 30, 2017. 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

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
Uses		
<u>Personnel Costs</u>		
Theresa Buzzelli	\$27,186	\$7,500
Jenna Dale	\$18,720	\$7,500
Total Uses	\$45,906	\$15,000
Sources		
City of Hoboken CDBG	\$15,000	
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 \$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

Subrecipient

Theresa Buzzelli
Subrecipient
124 Grand Street
Hoboken NJ, 07030
(201) 792-4666
hdc100@optonline.net

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. 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 _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE
OFFICER

By _____

Title _____

Attest _____
CITY CLERK

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR
(Hoboken Day Care 100)

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 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: JPD

Co-sponsored By: CE

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH BOYS & GIRLS CLUBS OF HUDSON COUNTY (HOBOKEN UNIT)

Whereas, the Board of Directors of the Boys & Girls Clubs 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.

Now Therefore Be It Resolved, that the Council of the City of Hoboken hereby approve 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: June 15, 2016

Department of Community Development

Approved as to form:

[Signature]
Brandy A Forbes, Director

[Signature]
Austia P. [Signature], Corporation Counsel
Acting

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

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

JUN 15 2016

James J. Sarino

CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
BOYS & GIRLS CLUBS OF HUDSON COUNTY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

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- and 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, 2016 and end on June 30, 2017. 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

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
Uses		
<u>Personnel Costs</u>		
Eleanor Fresse	\$17,000	\$5,000
Total Uses	\$17,000	\$5,000
Sources		
City of Hoboken CDBG	\$5,000	
Total Sources	\$5,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$5,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

Gary Greenberg
Subrecipient
225 Morris Boulevard
Jersey City, NJ, 07302
(201) 333-4100 x302
ggreenberg@bgchc.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the

reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles**. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the

withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR

570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient

certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants,

and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

Boys & Girls Clubs of Hudson County

By _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE
OFFICER

By _____

Attest _____
CITY CLERK

Title _____

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR (Boys
& Girls Club)

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 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: JARZ

Co-sponsored By: AF

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE FUNDING AGREEMENT WITH GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION

WHEREAS, the Board of Directors of the Garden State Episcopal Community Development Corporation located at 514 Newark Avenue, Jersey City, NJ 07306, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate "Homeless Street Outreach" 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 Garden State Episcopal Community Development Corporation to operate said program within the City of Hoboken.

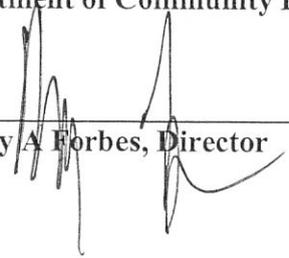
NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement; and,

BE IT FURTHER RESOLVED that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Garden State Episcopal Community Development Corporation, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: June 15, 2016

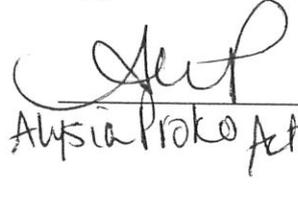
Department of Community Development

Brandy A Forbes, Director



Approved as to form:

Alysia Proko Acting Corporation Counsel



Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

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

JUN 15 2016

James J. Sarena

CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

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 Garden State Episcopal Community Development Corporation (herein called the "Subrecipient"), with an address of 514 Newark Avenue, Jersey City, NJ 07306.

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 Homeless Street Outreach Team" and will be awarded \$20,000 in Community Development Block Grant funds (CDBG) to provide food, shelter and services access 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 350 homeless individuals, providing them linkages to emergency shelter, medical services, mainstream resources and housing stabilization services.

3. General Administration

The entire CDBG project budget will be used for various budget line items: personnel costs, materials and supplies, client relief, and transportation.

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- and moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2)(i)(A). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 03T Operating Costs Homeless/AIDS Patients as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will provide service to 350 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 individuals that that the Outreach Team 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: 514 Newark Avenue, Jersey City, NJ 07306

Service Area: City Wide

Matrix Code:03T Operating Costs Homeless/AIDS Patients

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, 2016 and end on June 30, 2017. 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

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
<u>Personnel Costs</u>		
Program Supervision	\$16,750	\$1675
Outreach Team Leader	\$33,280	\$3,328
Peer Outreach	\$32,704	\$3,270
Peer Outreach	\$14,327	\$1,433
Holiday Pay for Outreach Workers	\$1,120	\$112
Case Manager	\$38,000	\$3,800
<u>Fringe Costs</u>	\$40,580	\$4,058
Total Personnel Costs	\$176,761	\$17,676
<u>Material & Supplies</u>		
Office Supplies	\$579	\$58
Cell Phones	\$3,060	\$306
Medical Supplies	\$400	\$40
Total Material & Supplies	\$4,039	\$404
<u>Client Relief</u>		
Bus Tickets	\$2,500	\$250
Total Client Relief	\$2,500	\$250
<u>Transportation Costs</u>		
Vehicle Lease	\$4,800	\$480
Vehicle Insurance	\$6,500	\$650
Gas	\$5,200	\$520
Maintenance	\$200	\$20
Total Transportation Costs	\$16,700	\$1,670
Total Budget	\$200,000	\$20,000
 <u>Sources</u>		
City of Hoboken CDBG	\$20,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$20,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

Carol Mori
Subrecipient
514 Newark Avenue
Jersey City, NJ, 07306
(201) 604-2600
cmori@gsecdc.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. 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

Garden State Episcopal Community Development Corporation

By _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

By _____

Title _____

Attest _____
CITY CLERK

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR (Garden State Episcopal Community Development Corporation)

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 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:
 - **GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION – HUDSON COUNTY HOMELESS STREET OUTREACH TEAM**
5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.
6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:
 - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or
 - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or
 - Data showing the size and the annual income of the family of each person receiving the benefit.
 - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

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Sponsored By: JARL

Co-sponsored By: AT

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPIENT CDBG GRANT FUNDING AGREEMENT WITH HOB'ART COOPERATIVE GALLERY

WHEREAS, the Board of Directors of the Hob' Art Cooperative Gallery located at 720 Monroe Street, E208, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Hob' Art: Bringing Art to the Homeless and Veterans" project within the City of Hoboken; and

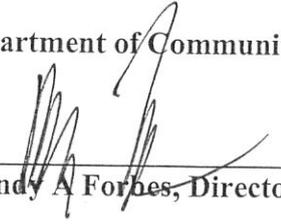
WHEREAS, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of \$9,000.00 out of available City of Hoboken Community Development Block Grant funds for Hob' Art Cooperative Gallery for public facilities and improvements within the City of Hoboken.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement; and,

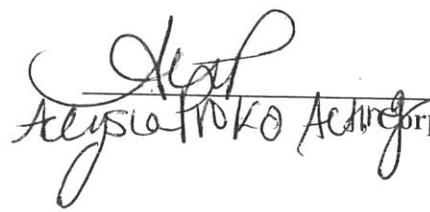
BE IT FURTHER RESOLVED, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hob' Art Cooperative Gallery, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: June 15, 2016

Department of Community Development


Brandy A Forbes, Director

Approved as to form:


Aeysha Inko, Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 15 2016

James J. Sarena

CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOB'ART COOPERATIVE GALLERY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

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 Hob'Art Cooperative Gallery (herein called the "Subrecipient"), with an address of 720 Monroe Street, E208, 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 "Hob'Art: Bringing Art to the Homeless and Veterans" in Community Development Block Grant (CDBG) funds to renovate art gallery space for homeless veterans to use as teaching space and exhibition space to mount finished art pieces. 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 renovate space in the Monroe Center to be used as teaching space where art workshops for homeless veterans would be taught and conducted. The gallery will be used as exhibition space to finished art pieces from those participating homeless veterans. The subrecipient anticipates 20 homeless veterans having access to this service.

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- and moderate income limited clientele activities benefit 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 anticipates 20 homeless persons and/or veterans having access to this 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: 720 Monroe Street, E208, Hoboken, NJ 07030

Service Area: CT 0185.02

Matrix Code: 03 Public Facilities and Improvements

Eligibility Citation: 24 CFR 570.201(c)

Amount Funded: \$9,000

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2016 and end on June 30, 2017. 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

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
Uses		
<u>Construction Costs</u>		
Soudproofing	\$2,000	\$2,000
Track Lighting	\$2,000	\$2,000
Refinish Floors	\$2,500	\$2,500
Repaint Walls	\$1,500	\$1,500
Storage Unit	\$1,000	\$1,000
Total Uses	\$9,000	\$9,000
Sources		
City of Hoboken CDBG	\$9,000	

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 \$9,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any

notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

Elizabeth Weiner Cohen
Subrecipient
720 Monroe Street, E208
Hoboken, NJ 07030
(201) 683-6252
conchart@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.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of **2 CFR Part 200.317-326** concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits

discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with

2 CFR Part 200.317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

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

Hob'Art Cooperative Gallery

By _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE
OFFICER

By _____

Title _____

Attest _____
CITY CLERK

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR (Hob'Art
Cooperative Gallery)

ASSISTANT CITY ATTORNEY

ATTACHMENT A
CONSTRUCTION DOCUMENT CHECKLIST: REQUIRED 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 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: _____

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:
 - **HOB'ART COOPERATIVE GALLERY – HOB'ART BRINGING ART TO THE HOMELESS AND VETERANS**
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.

ATTACHMENT C
ENGINEER/ARCHITECT CHECKLIST FOR CDBG PROJECTS

Projects funded in whole or in part with CDBG funds must comply with the following procedures and standards, as applicable; and, initial determinations of compliance and applicability are to be made by the Subrecipient, which the City has the discretion but not obligation to overrule.

I. Bid specs

A. Notice to bidders must contain this language:

Prevailing wages established under the Davis-Bacon Act will apply to this contract, if the contract and proposal meet the standards for applicability. Compliance with the provisions of Section 3 of the HUD Act of 1968 will be a requirement of this contract, if the contract and proposal meet the standards for applicability. The contract documents contain requirements addressing the Davis Bacon Act, prevailing wage, labor standards and wage requirements, nondiscrimination in hiring practices, goals for minority and female participation, MBE and WBE participation, participation by Section 3 resident and businesses, notice of prohibition on use of federal disbarred vendors, and any other legally required related matters.

B. Instructions to Bidders will contain references to:

- Davis Bacon wages
NOTE: NJ law requires that the contractor pay the HIGHER of State prevailing wages or Davis-Bacon, for each class of worker.
For further details, please see: WageDeterminationsOnLine.gov
<http://www.wdol.gov/dba>
- MBE/WBE Solicitation

<p>The MBE/WBE Solicitation form MUST be completed and submitted with the bid. Failure to include this form in the bid will be grounds to disqualify a bid. If the Contractor does not intend to use a subcontractor and there are no MBE/WBE material providers in the area, the form must so indicate. Otherwise, attempts to contact MBE/WBE subcontractors and material providers must be documented. MBE/WBE lists can be obtained from the State of New Jersey website: http://www.state.nj.us/transportation/business/civilrights/dbe.shtm</p>		
Disadvantaged Business Enterprise (DBE)	Emerging Small Business Enterprise (ESBE)	Small Business Enterprise (SBE)
The <u>New Jersey Unified Certification Program Directory</u> is the only recognized directory of certified	The <u>NJDOT ESBE Directory</u> is the only recognized directory of certified ESBE firms in the State of New Jersey. http://50.62.131.238/Productions/NJDOT_ESBE/biz_esbe/	<u>New Jersey Selective Assistance Vendor Information (NJSAVI)</u> is a

<p>DBE firms in the State of New Jersey.</p> <p>http://www.njucp.net/</p>		<p>database that identifies businesses that are registered as a SBE and/or certified as an M/WBE with the State of New Jersey.</p>
---	--	--

- Section 3 Solicitation
Contracts over \$100,000 must contain Section 3 language:
Each bidder/proposer must include a Section 3 Opportunities Plan which indicates its commitment to meet resident hiring requirements. If a bidder/proposer fails to submit a Section 3 Opportunities Plan and the related data along with the bid/proposal, such bid/proposal will be declared as “non-responsive.”
- Bonds must be obtained from companies listed in OMB Circular 570.
http://www.fms.treas.gov/c570/c570_a-z.html#n
- “Notice of Intent to Prohibit Contracts with Contractors on the Federal Disbarred Vendor List” shall be included in every bid specification.

C. Bid Specs must contain the following documents which can be emailed upon request:

1. Part II Federal Terms and Conditions
2. Federal labor standard provisions
3. Davis – Bacon wage decision required for the project
4. Davis-Bacon payroll form
5. For projects over \$100,000, Section 3 forms and requirements must be included
6. MBE/WBE Solicitation form (including listing on the required submittals with the bid on the bid proposal form if this is part of the Engineer’s bid format)
7. Include a line for the contractor to indicate their **FEIN and DUNS numbers** on the proposal form

D. Bid requirements

- NEVER bid or start construction on a project before receiving an executed Subrecipient contract or receipt of funding for the CDBG grant funds from the City of Hoboken.
- All Bid documents shall be provided to the City of Hoboken before being bid, with a ten day grace period so that the City may review to determine if the above referenced material is adequately contained in the bid documents. The City shall have no obligation to perform this review, nor may the Subcontractor rely on the City or the results of the City’s review in any bid contests or funding contests resulting for an improper bid.

- A bid schedule shall be provided to the City of Hoboken indicating the anticipated date of bid opening.
- Subcontractors shall make every effort to solicit bids from MBE/WBE construction contractors. At a minimum, the notice of the bid shall be mailed to a list of MBE/WBE firms drawn from the State of New Jersey listings. A copy of this listing will be provided to the City of Hoboken.
- If only one bid is received, the Subcontractor must contact the City of Hoboken immediately and table the bid. Generally, awards to a single bidder are not permitted and require US HUD approval. Best practice recommendations are to extend the time to receive bids, contact potential bidders to obtain additional bids or determine why the bid only attracted one bidder. If the scope is found to be too restrictive, then a modification will be required. The City of Hoboken will submit a request to US HUD for an exception only if changing the conditions of bidding would not result in a different outcome and the municipal solicitor provides a written opinion that all of the procurement requirements under State of New Jersey and federal law have been met.
- If wage rates change within 7 working days of the bid opening date, a bid addendum must be issued reflecting the new wage rates for the job. If wage rates change between day 6 and the date of execution of the contract, all bid proposals must be rejected and rebid to reflect the new wages.

E. Bid review

- Once bids are received, the Bid Tabulation must be sent along with a copy of the bid specifications, any addendum, and all of the low bidder's documentation to the City.
- The engineer shall review the bids and make a recommendation indicating bid reasonableness. A copy shall be provided to the City of Hoboken.
- The low bidders shall be verified for eligibility to participate in a federal contract using www.SAM.gov. The resulting printout shall be sent to the City of Hoboken.
- The Subrecipient must submit the Resolution Authorizing the Bid Award to the City of Hoboken

F. Contracting

- A representative of the City of Hoboken **must** be invited to attend the pre-construction conference.
- All required forms must be signed before a proceed- to-work order is provided, including Section 3 required forms, if applicable.
- **A copy of the Contract and Notice to proceed must be provided to the City of Hoboken immediately upon receipt of same.**
- The Contractor must provide a copy of the Labor Union statement of contributions or other documentation of the fringe benefits paid on behalf of workers on the job.
- The contractor must provide weekly payrolls not less than 2 weeks after completion of each work week. Payrolls should be numbered 1, 2, 3 and FINAL and include statements of "no-work week" should there be gaps between weeks. Job classifications must indicate the federal wage decision classification, not the union classification.

G. Compliance and Payment

- On-site interviews of workers must be completed. The engineer shall notify the City of Hoboken when the contractor is planning to be on-site (preferably with several days' notice) so that a visit can be scheduled.
- Any deficiencies between wages paid to workers plus fringe contribution and the federal Davis-Bacon wage rate must be corrected before the City issues payment. Municipalities should consider this before issuing payment.
- The City of Hoboken may make partial payments during the project or a single final payment may be made. The invoice to the City of Hoboken **must** be made by the subrecipient and supported by documentation by the engineer that the work is completed and acceptable.

Please include the following form in the specifications to be returned with the BID docs.

Subrecipient: **Fiscal Year:** **Name of Project:**

Prime contractor: **Is prime contractor MBE/WBE? (circle) If MBE, Identify race:**

Total Value of Contract to Prime Contractor:

Name Address and Telephone number of MBE/WB E sub or vendor	Business Enterprise		\$ Value of Procurement to Sub-Contractor	Date of Procurement	Type of Product or Service	FEIN	DUN S
	MBE (Race)	WB E					

FORM 1

MBE WBE SOLICITATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE PROPERLY COMPLETED FORM MAY BE GROUNDS TO DISMISS THE BID.

THERE ARE TWO OPTIONS FOR COMPLETING THE FORM:

1. If you are not planning to use any subcontractors you can indicate that on the form. Further, if cannot find MBE/WBE material suppliers for products you will use on the job, state this on the form.

OR

2. Identify subcontractors and material suppliers that have been contacted EVEN IF you do not intend to utilize their products or services on the job.

At the end of the job, you will be asked to identify what if any MBE WBE businesses participated in the job.

Failure to properly complete the form using one of the above methods will result in an incomplete bid submission.

FORM 2

WORK FORCE NEEDS TABLE (EMPLOYEES)

TO BE SUBMITTED WITH CONTRACT DOCUMENTS IF AWARDED

OCCUPATION/CATEGORY	APPROX. NUMBER OF SKILLED EMPLOYEES REQUIRED	TOTAL NUMBER OF SKILLED EMPLOYEES PRESENTLY ON PAYROLL	TOTAL NUMBER OF SKILLED EMPLOYEES TO BE HIRED	TOTAL NUMBER OF LOWER INCOME RESIDENTS TO BE HIRED

The following are the occupational category classifications that should be inserted in the Table:

1. Professional
2. Technicians
3. Office/Clerical
4. Tradesman: (a) Carpenter, (b) Electrician, (c) Laborer, (d) Other

Employment Certification

- A. The Contractor certifies that the above table represents the approximate number of employee positions that are needed and which are not presently filled by regular and permanent employees, and which new employees will be required in the execution of the _____ contract and also represents the number of lower income City of Hoboken residents that the Contractor proposes to make good faith effort to employ.
- B. The Contractor certifies that it will make a good faith effort to employ the number of lower income employees stated above by contacting such community based organizations and service agencies in addition to advertising through the local newspapers (Jersey Journal and Hudson Reporter) and erecting signs on the project site contractor's employment posters.

- C. The Contractor, prior to subcontracting any portion of the work covered by this contract, will require a Work Force Needs Table to be prepared and certification similar to paragraph A, B, and C to be executed.

FORM 3

SECTION 3 BUSINESS OPPORTUNITIES PLAN

Business Opportunities and Employment Training of Public Housing Residents and Low and Very Low Income Residents of the City of Hoboken

Please review the information below, and provide your responses on separate paper. (A Section 3 Economic Opportunity Plan Instruction Sheet is attached to further assist you in developing your responses to the information requested below.)

1. Identify individual(s) responsible for planning, implementing and tracking the projects' Section 3 training and employment goals. Describe their prior experience in this area.
2. Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate, and hire public housing and other low-income persons. Identify any private or public resources that will be used.
3. Describe contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.
4. Describe plans to structure project activities in ways that create opportunities for Section 3 firms' participation, where applicable.

YOUR RESPONSES TO QUESTIONS 1-4, WILL CONSTITUTE YOUR PLAN; PLEASE ATTACH YOUR PLAN DOCUMENT AND ALSO INCLUDE THE FOLLOWING INFORMATION ON YOUR PLAN:

(1) COMPANY NAME

(2) YOUR NAME AND PHONE NUMBER

(3) BID NUMBER AND NAME.

FORM 4

SAMPLE PLAN PLEASE RE-TYPE YOUR OWN COMPANY'S PLAN ON YOUR STATIONERY

COMPANY NAME, ADDRESS, TELEPHONE AND FAX NUMBER

Question #1

Identify individuals responsible for planning, implementing, and tracking the project's Section 3 training and employment goals. Describe their prior experience in this area.

The individual responsible for planning, implementing and tracking the project's Section 3 training and employment goals is _____ (identify appropriate title of this individual), of name of firm _____ (hereafter referred to as "Contractor"). He (or she) will obtain all pertinent information to become thoroughly familiar and ensure contract compliance with the HUD Section 3 Regulation. Name of individual: _____ has worked on construction (or service, whichever is applicable) projects, and is qualified to administer contractor's Section 3 Economic Opportunity Plan (Plan.)

Question #2

Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons. Identify any private or public resources that will be used.

The employment goal is thirty percent (30%) of the aggregate number of new hires. Contractor will take the following steps to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons, in the event any vacancies occur throughout the duration of the project:

1. Meet with One-Stop to review the employment needs for this project.
2. Outreach to public housing resident associations and others to alert them to the employment opportunities.
3. Develop a list of "pre-qualified" Section 3 public housing and other low-income residents who could fill job vacancies that may later become available.
4. Send notices about Section 3 training and employment obligations and opportunities required for this project to labor organizations.
5. Establish a training program to provide public residents and other low income residents with the opportunity to learn basic skills and job requirements.
6. Advertise in major and community newspapers and on job sites for workers who meet the definition of a Section 3 resident.

Contractor will establish files to record and retain written documentation of all training and employment outreach efforts and resources from agency representatives and job applicants.

Question #3

(ONLY APPLICABLE TO COMPANIES THAT SUBCONTRACT)

Describe the contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.

Contractor will take all feasible measures to recruit, solicit, encourage, facilitate, and select qualified Section 3 business subcontracting firms to perform at least 10% of the project award amount (contract sum) for each project for which Contractor is the successful bidder.

Contractor will request the organizations, listed below, to provide lists of firms, organized by trade category, which can perform required project work (in addition to these organizations, Contractor may also contact other organizations that provide such listings):

1. Contractor's Resource Center
2. Small Business Administration
3. Minority Business Development Center

Contractor understands that, in addition to awarding work to qualified Section 3 businesses, it is our responsibility to:

1. Use the contractor's or company's solicitation letter to advertise to the "greatest extent feasible" to all firms on lists provided to us by the City of Hoboken and other organizations about the type of work needed to complete each project;
2. Advise firms of Contractor's obligation to seek and award work to qualified Section 3 businesses, where feasible,
3. Clarify the definition of a Section 3 resident and business,
4. Explain how to qualify as a Section 3 business in order to be eligible to receive a preference from Contractor when subcontractor work is to be awarded, and
5. Provide Section 3 certified companies that are qualified to perform work with an opportunity to submit price quotations for the project work, and where financially feasible, hire such firms as subcontractors.

Documentation of Outreach to find Eligible Section 3 Subcontracting Firms

1. Contractor will establish files to record and retain written documentation of all outreach efforts and responses received from organizations and subcontractors who are contacted.

2. Contractor will provide a report on each outreach effort and at the conclusion of the project on Section 3 individuals and firms employed.

Question #4:

Describe plans to structure project activities in ways that create opportunities for Section 3 company's participation, where applicable.

Contractor will make every effort to structure project activities to increase opportunities for Section 3 businesses. This will be accomplished by sub-dividing the work into smaller amounts, or by using multiple firms to complete similar types of work.

Submitted by: _____ Submission Date: _____

President Name

FORM 5

CONTRACTOR'S SECTION 3 ACTION PLAN FOR BUSINESS UTILIZATION

- A. The Contractor shall utilize, to the maximum extent feasible, eligible Section 3 Business Concerns located in the City of Hoboken, New Jersey, in contracting for work to be performed in connection with the completion of the contract. Eligible Section 3 businesses are those which qualify as 'small' under the Small Business Administration size standards and which are socially and economically disadvantaged.
- B. The Contractor has established a goal of 30% (Minimum Goal) of the total contract amount which he expects to award to eligible Section 3 business concerns. Table I, Business Utilization Table, sets forth the classification of subcontracts, the estimate of each subcontractor dollar amount, whether a Section 3 business is intended to be utilized and the dollar amount of proposed subcontracts to Section 3 businesses.
- C. To achieve the goal specified in paragraph "B", the Contractor shall:
1. Make full use of minority business listings made available by the City of Hoboken.
 2. Take steps to ensure that subcontracts which are typically let on a negotiated rather than a bid basis are also let on a negotiated basis, whenever feasible.
 3. Where competitive bids are solicited, include as part of the bid documents the Contractor's goals for Section 3 as it related to the work for which bids are being solicited, require each bidder to submit their Utilization Goals and Affirmative Action Plan for achieving Section 3 Business Utilization.
 4. Insert the Section 3 contract language required by 24 CFR 135.38 in all subcontracts; and require to be executed by the subcontractor a certification of compliance with Section 3, similar to the Contractor's Certification of Compliance, Form S3-4, and an Affirmative Action Plan for Business Utilization, Form S3-4.
- D. The Contractor will report the results of the affirmative efforts and undertakings per paragraph A, B, and C above, including the efforts of its subcontractors at the conclusion of the project.

Signature / Contractor

Date

Approved / City of Hoboken or Subrecipient

Date

FORM 6

BUSINESS UTILIZATION TABLE

PROPOSED SUBCONTRACTS	SUBCONTRACT DOLLAR AMOUNT ESTIMATE	USE OF SECTION 3 BUSINESSES		PROPOSED SUBCONTRACTS TO SECTION 3 BUSINESSES DOLLAR AMOUNT
		YES	NO	
TOTALS:				

The following are the examples of services, which may be required by subcontractors and these classifications, should be inserted in the table if applicable:

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Selling bricks 2. Selling lumber 3. Selling cement, sand, gravel 4. Making steel cast 5. Selling electric supplies 6. Selling kitchen appliances 7. Selling bathroom fixtures | <ol style="list-style-type: none"> 8. Window-installation 9. Air conditioning sales and/or installations 10. Floor tile sales and/or installations 11. Door sales and/or installations 12. Landscaping 13. Carpeting 14. Stationery and/or advertising 15. Other (Specify): _____ |
|--|---|

This list should also include professional services, and all of the construction trades, i.e., plumbing, electrical, drywall, carpenters, etc., which are intended to be subcontracted.

Sponsored By: [Signature]

Co-sponsored By: [Signature]

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPIENT CDBG GRANT FUNDING AGREEMENT WITH URBAN RENEWAL CORPORATION

WHEREAS, the Board of Directors of the Urban Renewal Corporation located at 53 South Hackensack Avenue, Kearny, NJ 07032, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the “URC Warming and Cooling Center HVAC” 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 \$165,000.00 out of available City of Hoboken Community Development Block Grant funds for the Urban Renewal Corporation for public facilities and improvements within the City of Hoboken.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement; and,

BE IT FURTHER RESOLVED, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and the Urban Renewal Corporation, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: June 15, 2016

Department of Community Development

[Signature]
Brandy A Forbes, Director

Approved as to form:

[Signature]
Alycia Proko Acting, Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

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

JUN 15 2016

James J. Sarino

CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
URBAN RENEWAL CORPORATION
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

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 Urban Renewal Corporation (herein called the “Subrecipient”), with an address of 53 Hackensack Avenue, Kearny, NJ 07032

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 “URC Warming and Cooling Center HVAC” in Community Development Block Grant (CDBG) funds to renovate the existing air conditioner and heating system (HVAC) at 53 South Hackensack Avenue in Kearny, NJ (formerly the “Naval Reserve Center”). The building contains the Homeless Drop-In and Resource Center, which provides services all homeless, and at-risk of being homeless, individuals living in Hudson County. 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 install a new HVAC system in Urban Renewal Corporation’s “Homeless Drop-In and Resource Center”, located at 53 Hackensack Avenue, Kearny, NJ. This project will improve the availability and accessibility of services at 53 Hackensack Avenue, including behavioral health, primary medical, dentistry, workforce development, job training, vocational training and education. The facility currently allows 35 homeless guests to stay overnight at the warming center. The renovations will also make the facility accessible as a cooling center during summer months. Renovations to the HVAC will also benefit approximately 300 people using other services within the building.

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 rehabilitation.

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 benefit activities as stated in 24 CFR 570.208(a)(2)(i)(A). 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's warming and cooling center, upon completion of the HVAC, will provide improved service to over 100 people. Renovations to the HVAC will also benefit approximately 300 people using other services within the building. Homeless persons are a presumed benefit clientele as defined by HUD.

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: 53 South Hackensack Avenue, Kearny, NJ 07032

Service Area: Hudson County

Matrix Code: 03 Public Facilities and Improvements

Eligibility Citation: 24 CFR 570.201(c)

Amount Funded: \$165,000

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2016 and end on June 30, 2017. 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

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
Uses		
<u>Construction Costs</u>		
HVAC System Equipment	\$100,000	\$100,000
Labor	\$65,000	\$65,000
Total Uses	\$165,000	\$165,000
Sources		
City of Hoboken CDBG	\$165,000	

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 \$165,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

Lane Jacobs
Subrecipient
53 South Hackensack Avenue
Kearny, NJ 07030
(973) 632-9343
lane@urbanrenewal.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all

Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles**. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the

terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of **2 CFR Part 200.317-326** concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the

Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program

assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided

by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with **2 CFR Part 200.317-326**. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract,

the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other

requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

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

Urban Renewal Corporation

By _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE
OFFICER

By _____

Attest _____
CITY CLERK

Title _____

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR (Urban Renewal

Corporation)

ASSISTANT CITY ATTORNEY

ATTACHMENT A
CONSTRUCTION DOCUMENT CHECKLIST: REQUIRED 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 Insurance
- _____ Copy of all Bonds
- _____ Copy of all Permits (if applicable)
- _____ Copy of all AIA Forms
- _____ Copy of Certified Payroll
- _____ Copy of Subcontractors' Certified Payroll (if applicable)
- _____ Contractor Certification (re: debarment)

General Contractor's Federal ID#: _____

Architect/Engineer's Federal ID#: _____

Contract Amount: _____

All Sub-Contractors with contracts of \$10,000 or more must also provide Federal ID#'s

<u>Sub-Contractor</u>	<u>Federal ID#</u>	<u>Contract Amount</u>
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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:
 - **URBAN RENEWAL CORPORATION – URC WARMING AND COOLING CENTER HVAC**
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.

ATTACHMENT C
ENGINEER/ARCHITECT CHECKLIST FOR CDBG PROJECTS

Projects funded in whole or in part with CDBG funds must comply with the following procedures and standards, as applicable; and, initial determinations of compliance and applicability are to be made by the Subrecipient, which the City has the discretion but not obligation to overrule.

I. Bid specs

A. Notice to bidders must contain this language:

Prevailing wages established under the Davis-Bacon Act will apply to this contract, if the contract and proposal meet the standards for applicability. Compliance with the provisions of Section 3 of the HUD Act of 1968 will be a requirement of this contract, if the contract and proposal meet the standards for applicability. The contract documents contain requirements addressing the Davis Bacon Act, prevailing wage, labor standards and wage requirements, nondiscrimination in hiring practices, goals for minority and female participation, MBE and WBE participation, participation by Section 3 resident and businesses, notice of prohibition on use of federal disbarred vendors, and any other legally required related matters.

B. Instructions to Bidders will contain references to:

- Davis Bacon wages
 NOTE: NJ law requires that the contractor pay the HIGHER of State prevailing wages or Davis-Bacon, for each class of worker.
 For further details, please see: [WageDeterminationsOnLine.gov](http://www.wdol.gov)
<http://www.wdol.gov/dba>
- MBE/WBE Solicitation

The MBE/WBE Solicitation form MUST be completed and submitted with the bid. Failure to include this form in the bid will be grounds to disqualify a bid. If the Contractor does not intend to use a subcontractor and there are no MBE/WBE material providers in the area, the form must so indicate. Otherwise, attempts to contact MBE/WBE subcontractors and material providers must be documented. MBE/WBE lists can be obtained from the State of New Jersey website:
<http://www.state.nj.us/transportation/business/civilrights/dbe.shtm>

Disadvantaged Business Enterprise (DBE)	Emerging Small Business Enterprise (ESBE)	Small Business Enterprise (SBE)
The <u>New Jersey Unified Certification Program Directory</u> is the only recognized directory of certified DBE firms in the	The <u>NJDOT ESBE Directory</u> is the only recognized directory of certified ESBE firms in the State of New Jersey. http://50.62.131.238/Productions/NJDOT_ESBE/biz_esbe/	<u>New Jersey Selective Assistance Vendor Information (NJSAVI)</u> is a database that identifies

<p>State of New Jersey.</p> <p>http://www.njucp.net/</p>		<p>businesses that are registered as a SBE and/or certified as an M/WBE with the State of New Jersey.</p>
--	--	---

- Section 3 Solicitation
Contracts over \$100,000 must contain Section 3 language:
Each bidder/proposer must include a Section 3 Opportunities Plan which indicates its commitment to meet resident hiring requirements. If a bidder/proposer fails to submit a Section 3 Opportunities Plan and the related data along with the bid/proposal, such bid/proposal will be declared as “non-responsive.”
- Bonds must be obtained from companies listed in OMB Circular 570.
http://www.fms.treas.gov/c570/c570_a-z.html#n
- “Notice of Intent to Prohibit Contracts with Contractors on the Federal Disbarred Vendor List” shall be included in every bid specification.

C. Bid Specs must contain the following documents which can be emailed upon request:

1. Part II Federal Terms and Conditions
2. Federal labor standard provisions
3. Davis – Bacon wage decision required for the project
4. Davis-Bacon payroll form
5. For projects over \$100,000, Section 3 forms and requirements must be included
6. MBE/WBE Solicitation form (including listing on the required submittals with the bid on the bid proposal form if this is part of the Engineer’s bid format)
7. Include a line for the contractor to indicate their **FEIN and DUNS numbers** on the proposal form

D. Bid requirements

- NEVER bid or start construction on a project before receiving an executed Subrecipient contract or receipt of funding for the CDBG grant funds from the City of Hoboken.
- All Bid documents shall be provided to the City of Hoboken before being bid, with a ten day grace period so that the City may review to determine if the above referenced material is adequately contained in the bid documents. The City shall have no obligation to perform this review, nor may the Subcontractor rely on the City or the results of the City’s review in any bid contests or funding contests resulting for an improper bid.
- A bid schedule shall be provided to the City of Hoboken indicating the anticipated date of bid opening.

- Subcontractors shall make every effort to solicit bids from MBE/WBE construction contractors. At a minimum, the notice of the bid shall be mailed to a list of MBE/WBE firms drawn from the State of New Jersey listings. A copy of this listing will be provided to the City of Hoboken.
- If only one bid is received, the Subcontractor must contact the City of Hoboken immediately and table the bid. Generally, awards to a single bidder are not permitted and require US HUD approval. Best practice recommendations are to extend the time to receive bids, contact potential bidders to obtain additional bids or determine why the bid only attracted one bidder. If the scope is found to be too restrictive, then a modification will be required. The City of Hoboken will submit a request to US HUD for an exception only if changing the conditions of bidding would not result in a different outcome and the municipal solicitor provides a written opinion that all of the procurement requirements under State of New Jersey and federal law have been met.
- If wage rates change within 7 working days of the bid opening date, a bid addendum must be issued reflecting the new wage rates for the job. If wage rates change between day 6 and the date of execution of the contract, all bid proposals must be rejected and rebid to reflect the new wages.

E. Bid review

- Once bids are received, the Bid Tabulation must be sent along with a copy of the bid specifications, any addendum, and all of the low bidder's documentation to the City.
- The engineer shall review the bids and make a recommendation indicating bid reasonableness. A copy shall be provided to the City of Hoboken.
- The low bidders shall be verified for eligibility to participate in a federal contract using www.SAM.gov. The resulting printout shall be sent to the City of Hoboken.
- The Subrecipient must submit the Resolution Authorizing the Bid Award to the City of Hoboken

F. Contracting

- A representative of the City of Hoboken **must** be invited to attend the pre-construction conference.
- All required forms must be signed before a proceed- to-work order is provided, including Section 3 required forms, if applicable.
- **A copy of the Contract and Notice to proceed must be provided to the City of Hoboken immediately upon receipt of same.**
- The Contractor must provide a copy of the Labor Union statement of contributions or other documentation of the fringe benefits paid on behalf of workers on the job.
- The contractor must provide weekly payrolls not less than 2 weeks after completion of each work week. Payrolls should be numbered 1, 2, 3 and FINAL and include statements of "no-work week" should there be gaps between weeks. Job classifications must indicate the federal wage decision classification, not the union classification.

G. Compliance and Payment

- On-site interviews of workers must be completed. The engineer shall notify the City of Hoboken when the contractor is planning to be on-site (preferably with several days' notice) so that a visit can be scheduled.

- Any deficiencies between wages paid to workers plus fringe contribution and the federal Davis-Bacon wage rate must be corrected before the City issues payment. Municipalities should consider this before issuing payment.
- The City of Hoboken may make partial payments during the project or a single final payment may be made. The invoice to the City of Hoboken **must** be made by the subrecipient and supported by documentation by the engineer that the work is completed and acceptable.

Please include the following form in the specifications to be returned with the BID docs.

Subrecipient: **Fiscal Year:** **Name of Project:**

Prime contractor: **Is prime contractor MBE/WBE? (circle) If MBE, Identify race:**

Total Value of Contract to Prime Contractor:

Name Address and Telephone number of MBE/WB E sub or vendor	Business Enterprise		\$ Value of Procurement to Sub-Contractor	Date of Procurement	Type of Product or Service	FEIN	DUN S
	MBE (Race)	WB E					

FORM 1

MBE WBE SOLICITATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE PROPERLY COMPLETED FORM MAY BE GROUNDS TO DISMISS THE BID.

THERE ARE TWO OPTIONS FOR COMPLETING THE FORM:

1. If you are not planning to use any subcontractors you can indicate that on the form. Further, if cannot find MBE/WBE material suppliers for products you will use on the job, state this on the form.

OR

2. Identify subcontractors and material suppliers that have been contacted EVEN IF you do not intend to utilize their products or services on the job.

At the end of the job, you will be asked to identify what if any MBE WBE businesses participated in the job.

Failure to properly complete the form using one of the above methods will result in an incomplete bid submission.

FORM 2

WORK FORCE NEEDS TABLE (EMPLOYEES)

TO BE SUBMITTED WITH CONTRACT DOCUMENTS IF AWARDED

OCCUPATION/CATEGORY	APPROX. NUMBER OF SKILLED EMPLOYEES REQUIRED	TOTAL NUMBER OF SKILLED EMPLOYEES PRESENTLY ON PAYROLL	TOTAL NUMBER OF SKILLED EMPLOYEES TO BE HIRED	TOTAL NUMBER OF LOWER INCOME RESIDENTS TO BE HIRED

The following are the occupational category classifications that should be inserted in the Table:

1. Professional
2. Technicians
3. Office/Clerical
4. Tradesman: (a) Carpenter, (b) Electrician, (c) Laborer, (d) Other

Employment Certification

- A. The Contractor certifies that the above table represents the approximate number of employee positions that are needed and which are not presently filled by regular and permanent employees, and which new employees will be required in the execution of the _____ contract and also represents the number of lower income City of Hoboken residents that the Contractor proposes to make good faith effort to employ.
- B. The Contractor certifies that it will make a good faith effort to employ the number of lower income employees stated above by contacting such community based organizations and service agencies in addition to advertising through the local newspapers (Jersey Journal and Hudson Reporter) and erecting signs on the project site contractor's employment posters.

- C. The Contractor, prior to subcontracting any portion of the work covered by this contract, will require a Work Force Needs Table to be prepared and certification similar to paragraph A, B, and C to be executed.

FORM 3

SECTION 3 BUSINESS OPPORTUNITIES PLAN

Business Opportunities and Employment Training of Public Housing Residents and Low and Very Low Income Residents of the City of Hoboken

Please review the information below, and provide your responses on separate paper. (A Section 3 Economic Opportunity Plan Instruction Sheet is attached to further assist you in developing your responses to the information requested below.)

1. Identify individual(s) responsible for planning, implementing and tracking the projects' Section 3 training and employment goals. Describe their prior experience in this area.
2. Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate, and hire public housing and other low-income persons. Identify any private or public resources that will be used.
3. Describe contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.
4. Describe plans to structure project activities in ways that create opportunities for Section 3 firms' participation, where applicable.

YOUR RESPONSES TO QUESTIONS 1-4, WILL CONSTITUTE YOUR PLAN; PLEASE ATTACH YOUR PLAN DOCUMENT AND ALSO INCLUDE THE FOLLOWING INFORMATION ON YOUR PLAN:

(1) COMPANY NAME

(2) YOUR NAME AND PHONE NUMBER

(3) BID NUMBER AND NAME.

FORM 4

SAMPLE PLAN

PLEASE RE-TYPE YOUR OWN COMPANY'S PLAN ON YOUR STATIONERY

COMPANY NAME, ADDRESS, TELEPHONE AND FAX NUMBER

Question #1

Identify individuals responsible for planning, implementing, and tracking the project's Section 3 training and employment goals. Describe their prior experience in this area.

The individual responsible for planning, implementing and tracking the project's Section 3 training and employment goals is _____ (identify appropriate title of this individual), of name of firm _____ (hereafter referred to as "Contractor"). He (or she) will obtain all pertinent information to become thoroughly familiar and ensure contract compliance with the HUD Section 3 Regulation. Name of individual: _____ has worked on construction (or service, whichever is applicable) projects, and is qualified to administer contractor's Section 3 Economic Opportunity Plan (Plan.)

Question #2

Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons. Identify any private or public resources that will be used.

The employment goal is thirty percent (30%) of the aggregate number of new hires. Contractor will take the following steps to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons, in the event any vacancies occur throughout the duration of the project:

1. Meet with One-Stop to review the employment needs for this project.
2. Outreach to public housing resident associations and others to alert them to the employment opportunities.
3. Develop a list of "pre-qualified" Section 3 public housing and other low-income residents who could fill job vacancies that may later become available.
4. Send notices about Section 3 training and employment obligations and opportunities required for this project to labor organizations.
5. Establish a training program to provide public residents and other low income residents with the opportunity to learn basic skills and job requirements.
6. Advertise in major and community newspapers and on job sites for workers who meet the definition of a Section 3 resident.

Contractor will establish files to record and retain written documentation of all training and employment outreach efforts and resources from agency representatives and job applicants.

Question #3

(ONLY APPLICABLE TO COMPANIES THAT SUBCONTRACT)

Describe the contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.

Contractor will take all feasible measures to recruit, solicit, encourage, facilitate, and select qualified Section 3 business subcontracting firms to perform at least 10% of the project award amount (contract sum) for each project for which Contractor is the successful bidder.

Contractor will request the organizations, listed below, to provide lists of firms, organized by trade category, which can perform required project work (in addition to these organizations, Contractor may also contact other organizations that provide such listings):

1. Contractor's Resource Center
2. Small Business Administration
3. Minority Business Development Center

Contractor understands that, in addition to awarding work to qualified Section 3 businesses, it is our responsibility to:

1. Use the contractor's or company's solicitation letter to advertise to the "greatest extent feasible" to all firms on lists provided to us by the City of Hoboken and other organizations about the type of work needed to complete each project;
2. Advise firms of Contractor's obligation to seek and award work to qualified Section 3 businesses, where feasible,
3. Clarify the definition of a Section 3 resident and business,
4. Explain how to qualify as a Section 3 business in order to be eligible to receive a preference from Contractor when subcontractor work is to be awarded, and
5. Provide Section 3 certified companies that are qualified to perform work with an opportunity to submit price quotations for the project work, and where financially feasible, hire such firms as subcontractors.

Documentation of Outreach to find Eligible Section 3 Subcontracting Firms

1. Contractor will establish files to record and retain written documentation of all outreach efforts and responses received from organizations and subcontractors who are contacted.

2. Contractor will provide a report on each outreach effort and at the conclusion of the project on Section 3 individuals and firms employed.

Question #4:

Describe plans to structure project activities in ways that create opportunities for Section 3 company's participation, where applicable.

Contractor will make every effort to structure project activities to increase opportunities for Section 3 businesses. This will be accomplished by sub-dividing the work into smaller amounts, or by using multiple firms to complete similar types of work.

Submitted by: _____ Submission Date: _____

President Name

FORM 5

CONTRACTOR'S SECTION 3 ACTION PLAN FOR BUSINESS UTILIZATION

- A. The Contractor shall utilize, to the maximum extent feasible, eligible Section 3 Business Concerns located in the City of Hoboken, New Jersey, in contracting for work to be performed in connection with the completion of the contract. Eligible Section 3 businesses are those which qualify as 'small' under the Small Business Administration size standards and which are socially and economically disadvantaged.
- B. The Contractor has established a goal of 30% (Minimum Goal) of the total contract amount which he expects to award to eligible Section 3 business concerns. Table I, Business Utilization Table, sets forth the classification of subcontracts, the estimate of each subcontractor dollar amount, whether a Section 3 business is intended to be utilized and the dollar amount of proposed subcontracts to Section 3 businesses.
- C. To achieve the goal specified in paragraph "B", the Contractor shall:
1. Make full use of minority business listings made available by the City of Hoboken.
 2. Take steps to ensure that subcontracts which are typically let on a negotiated rather than a bid basis are also let on a negotiated basis, whenever feasible.
 3. Where competitive bids are solicited, include as part of the bid documents the Contractor's goals for Section 3 as it related to the work for which bids are being solicited, require each bidder to submit their Utilization Goals and Affirmative Action Plan for achieving Section 3 Business Utilization.
 4. Insert the Section 3 contract language required by 24 CFR 135.38 in all subcontracts; and require to be executed by the subcontractor a certification of compliance with Section 3, similar to the Contractor's Certification of Compliance, Form S3-4, and an Affirmative Action Plan for Business Utilization, Form S3-4.
- D. The Contractor will report the results of the affirmative efforts and undertakings per paragraph A, B, and C above, including the efforts of its subcontractors at the conclusion of the project.

Signature / Contractor

Date

Approved / City of Hoboken or Subrecipient

Date

FORM 6

BUSINESS UTILIZATION TABLE

PROPOSED SUBCONTRACTS	SUBCONTRACT DOLLAR AMOUNT ESTIMATE	USE OF SECTION 3 BUSINESSES		PROPOSED SUBCONTRACTS TO SECTION 3 BUSINESSES DOLLAR AMOUNT
		YES	NO	
TOTALS:				

The following are the examples of services, which may be required by subcontractors and these classifications, should be inserted in the table if applicable:

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Selling bricks 2. Selling lumber 3. Selling cement, sand, gravel 4. Making steel cast 5. Selling electric supplies 6. Selling kitchen appliances 7. Selling bathroom fixtures | <ol style="list-style-type: none"> 8. Window-installation 9. Air conditioning sales and/or installations 10. Floor tile sales and/or installations 11. Door sales and/or installations 12. Landscaping 13. Carpeting 14. Stationery and/or advertising 15. Other (Specify): _____ |
|--|---|

This list should also include professional services, and all of the construction trades, i.e., plumbing, electrical, drywall, carpenters, etc., which are intended to be subcontracted.

Sponsored By: [Signature]
Co-sponsored By: [Signature]

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE 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 "Rent and Utilities" 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 \$45,000.00 out of available City of Hoboken Community Development Block Grant funds for Hoboken Shelter to operate said program within the City of Hoboken.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement; and

BE IT FURTHER RESOLVED that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hoboken Shelter, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: June 15, 2016

Department of Community Development

[Signature]
Brandy A Forbes, Director

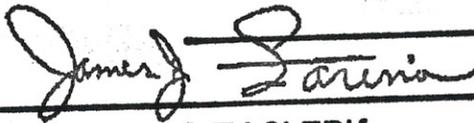
Approved as to form:

[Signature]
Austia Franco Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

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

JUN 15 2016



CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
COMMUNITIES OF FAITH FOR HOUSING, INC. D/B/A "HOBOKEN SHELTER"
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

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 "Shelter Rent and Utilities" and will be awarded \$45,000 in Community Development Block Grant funds (CDBG) to provide food, shelter and services access 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 50 homeless individuals through intensive case management and housing support services.

3. General Administration

The entire CDBG project budget will be used for rent and utilities, including water, sewer, electric 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-and moderate income-limited clientele benefit activities as stated in 24 CFR 570.208(a)(2)(i)(A). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 03T Operating Costs Homeless/AIDS Patients as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will provide service to 50 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: \$45,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2016 and end on June 30, 2017. 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

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
Uses		
<u>Operating Costs</u>		
Electric and Gas	\$31,000	
Water	\$5,500	
Sewage	\$8,500	
Rent	\$42,000	
Pest Control	\$6,000	
Total Uses	\$93,000	\$45,000
Sources		
City of Hoboken CDBG	\$45,000	

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 \$45,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

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. 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

Communities of Faith for Housing, Inc. d/b/a Hoboken Shelter

By _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

By _____

Title _____

Attest _____
CITY CLERK

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR
(Communities of Faith for Housing, Inc. d/b/a Hoboken Shelter)

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.**

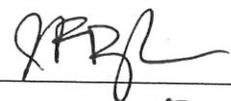
In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds 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 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” – SHELTER RENT AND UTILITIES**
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 FUNDING 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

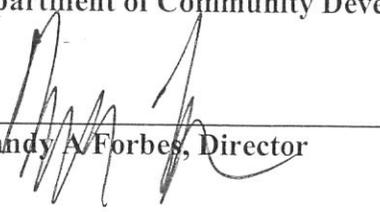
WHEREAS, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of \$10,000.00 out of available City of Hoboken Community Development Block Grant funds for Hoboken Family Planning, Inc. to operate said program within the City of Hoboken.

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,

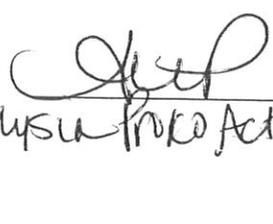
BE IT FURTHER RESOLVED that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hoboken Family Planning, Inc., and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: June 15, 2016

Department of Community Development


Brandy A. Forbes, Director

Approved as to form:


Aysun Ince Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUN 15 2016

James J. Sarina

CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOBOKEN FAMILY PLANNING, INC.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

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 \$10,000.00 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 112 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- and 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 112 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: \$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

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
Uses		
<u>Personnel Costs</u>		
Brenda Garcia	\$25,000	\$5,000
Doris Rivera	\$32,150	\$5,000
Total Uses	\$57,150	\$10,000
Sources		
City of Hoboken CDBG	\$10,000	

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 \$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

Subrecipient

Richard Ward
Subrecipient
124 Grand Street
Hoboken, NJ, 07030
(201) 963-0300
Rguard1@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.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable

Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient

certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants,

and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

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 _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE
OFFICER

By _____

Title _____

Attest _____
CITY CLERK

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR
(Hoboken Family Planning, Inc.)

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 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: JRDP

Co-sponsored By: JP

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE 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 "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 \$25,000.00 out of available City of Hoboken Community Development Block Grant funds for All Saints Community Service & Development Corporation to operate said program within the City of Hoboken.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement; and,

BE IT FURTHER RESOLVED that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and All Saints Community Service & Development Corporation, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: June 15, 2016

Department of Community Development

Approved as to form:

[Signature]
Brandy A. Forbes, Director

[Signature]
Aysia Rolo Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

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

JUN 15 2016

James J. Sarcina

CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
ALL SAINTS COMMUNITY SERVICE & DEVELOPMENT CORPORATION
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

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 \$25,000.00 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 100 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- and moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05D Youth Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The proposed objective of this project is to create a suitable living environment by expansion of educational, recreational, and wellness programs offered to youth from low and moderate income families throughout the year. The proposed outcome of the project is that 100 unduplicated low and moderate income youth will have access to these programs. The performance measurement used for the success of the project is the number of non-duplicated low and moderate income youth utilizing the programs offered at the Jubilee Center.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 601 Jackson Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code: 05D Youth Services

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

Amount Funded: \$25,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2016 and end on June 30, 2017. 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

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
Uses		
<u>Personnel Costs</u>		
Grendaly Lopez	\$10,000	\$10,000
Johnny Dyer	\$10,000	\$10,000
Diamond Rodriguez	\$5,000	\$5,000
Total Uses	\$25,000	\$25,000
Sources		
City of Hoboken CDBG	\$25,000	

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 \$25,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and

other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

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. 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

All Saints Community Service & Development Corporation

By _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE OFFICER

By _____

Title _____

Attest _____
CITY CLERK

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR (All Saints Community Service & Development Corporation)

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 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.

23

Sponsored By: [Signature]

Co-sponsored By: [Signature]

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE 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 \$10,000.00 out of available City of Hoboken Community Development Block Grant 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: June 15, 2016

Department of Community Development

Approved as to form:

[Signature]
Brandy A Forbes, Director

[Signature]
Aysia Insko Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	//			
James Doyle	//			
Tiffanie Fisher	//			
David Mello	//			
Ruben Ramos, Jr.	//			
Michael Russo	//			
President Jen Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 15 2016

James J. Sarcina

CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOPES COMMUNITY ACTION PARTNERSHIP INCORPORATED
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

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 \$10,000.00 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 68 children age’s birth through 3 years and 90 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, 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- and 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 158 children through Early Head Start and Head Start programs, including 68 children ages birth to 3 years in Early Head Start and 90 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: \$10,000.00

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2016 and end on June 30, 2017. 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

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
Uses		
<u>Operating Costs</u>		
Office Supplies	\$53,616	
Equipment Rental and Purchase	\$29,160	
Phone	\$95,172	
Fuel/Electric	\$125,004	\$10,000
Rent	\$217,248	
Total Uses	\$520,200	\$10,000
Sources		
City of Hoboken CDBG	\$10,000	
Total Sources	\$10,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$10,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All

notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

Simona Ovanezian
Subrecipient
301 Garden Street
Hoboken NJ, 07030
(201) 656-3711 Ext. 1014
sovanezian@hopes.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the

Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles**. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits

discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Section 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under

this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with

2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

- d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

HOPES Community Action Partnership
Incorporated

By _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE
OFFICER

By _____

Title _____

Attest _____
CITY CLERK

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR
(HOPES Community Action Partnership
Incorporated)

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 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: [Signature]

Co-sponsored By: [Signature]

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE 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 "Housing Counseling and Legal 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 \$4,422.50 out of available City of Hoboken Community Development Block Grant funds for The Waterfront Project, Inc. to operate said program within the City of Hoboken.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement; and,

BE IT FURTHER RESOLVED, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and The Waterfront Project, Inc., and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: June 15, 2016

Department of Community Development

Approved as to form:

[Signature]
Brandy A. Forbes, Director

[Signature]
Alysia Proko Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 15 2016

James J. Saracino

 CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
THE WATERFRONT PROJECT, INC.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

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 “Housing Counseling and Legal Advocacy Program” that will be awarded \$4,422.50 in Community Development Block Grant (CDBG) funds to provide housing counseling and legal 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 Housing Counseling and Legal Advocacy Program to provide low-income tenants of Hoboken with free certified housing counseling on their rights and responsibilities under New Jersey law, and with legal services, including advice, advocacy, and representation.

3. General Administration

CDBG Funding will cover the costs of monthly fuel/electric and phone.

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- and 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, and the number of counseling participants.

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: \$4,422.50

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2016 and end on June 30, 2017. 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

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
Uses		
<u>Personnel Costs</u>		
Tenant Advisor	\$40,000	
<u>Operational Costs</u>		
Office supplies	\$1,200	
Equipment Rental and Purchase	\$2,800	
Phone	\$2,400	\$2,400
Copying/Printing	\$1,200	
Fuel/Electric	\$2,400	\$2,022.50
Total Uses	\$50,000	
Sources		
City of Hoboken CDBG	\$4,422.50	

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 \$4,422.50. 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

Elizabeth F. Caraballo, Esq.
Subrecipient
404 Hudson Street
Hoboken NJ, 07030
(201) 308-3986
director@thewaterfrontproject.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 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 _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE
OFFICER

By _____

Title _____

Attest _____
CITY CLERK

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR (The
Waterfront Project)

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 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. – HOUSING COUNSELING AND LEGAL 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 FUNDING AGREEMENT WITH HUDSON PRIDE CONNECTIONS CENTER

WHEREAS, the Board of Directors of Hudson Pride Connections Center located at 32 Jones Street, Jersey City, NJ 07087, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the “YouthConnect” within the City of Hoboken; and

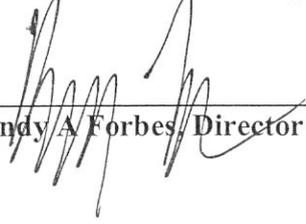
WHEREAS, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of \$2,500.00 out of available City of Hoboken Community Development Block Grant funds for Hudson Pride Connections Center to operate said program 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,

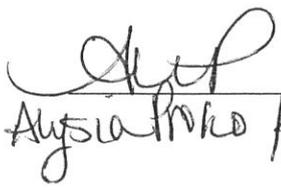
BE IT FURTHER RESOLVED that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hudson Pride Connections Center, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

Meeting date: June 15, 2016

Department of Community Development


Brandy A. Forbes, Director

Approved as to form:


Alysia Inho, Atty Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

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

James J. Sorenia JUN 15 2016
 CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HUDSON PRIDE CONNECTIONS CENTER
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

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 Pride Connections Center (herein called the “Subrecipient”), with an address of 32 Jones Street, Jersey City, NJ 07087

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 “YouthConnect” and will be awarded \$2,500 in Community Development Block Grant (CDBG) funds to provide counseling and a “safe space” for low and moderate income Lesbian, Gay, Bisexual and Questioning (LGBTQ) 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 100 low-income LGBTQ young people with a weekly, accessible LGBTQ-affirming group where they can socialize and be exposed to skills building activities facilitated by adult LGBTQ mentors.

3. General Administration

Funding will support operational costs such as office supplies, phone bills, copying and printing, and electricity.

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- and moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 05D Youth Services requirements as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The proposed objective of this project is to create a suitable living environment by expansion of educational, recreational, and wellness programs offered to youth from low and moderate income families throughout the year. The proposed outcome of the project is that 100 unduplicated low and moderate income youth will have access to these programs. The performance measurement used for the success of the project is the number of non-duplicated low and moderate income youth utilizing the programs offered at the Jubilee Center.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 32 Jones Street, Jersey City, NJ 07087

Service Area: City Wide

Matrix Code:05D Youth Services

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

Amount Funded: \$2,500

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2016 and end on June 30, 2017. 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

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
Uses		
<u>Operating Costs</u>		
Office Supplies	\$1,020	\$1,020
Phone	\$463	\$463
Copying/Printing	\$600	\$600
Electricity	\$420	\$417
Food & Expenses for Educational Support Groups	\$1,200	
Incentives: Bus Tickets and Meal Cards for Clients	\$875	
Total Uses	\$4,578	\$2,500
Sources		
City of Hoboken CDBG	\$2,500	

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 \$2,500. 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

Subrecipient

Elizabeth Schedl
Subrecipient
32 Jones Street
Jersey City, NJ, 07087
(201) 963-4779 x115
Elizabeth@hudsonpride.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. 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

Hudson Pride Connections Center

By _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE
OFFICER

By _____

Title _____

Attest _____
CITY CLERK

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR
(Hudson Pride Connections Center)

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 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 PRIDE CONNECTIONS CENTER – YOUTHCONNECT**

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: JPRF

Co-sponsored By: OK

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPIENT 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 “Elevator Modernization at Various Hoboken Housing Authority Sites” 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 \$740,627.50 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: June 15, 2016

Department of Community Development

Approved as to form:

[Signature]
Brandy A Forbes, Director

[Signature]
Alysa Proko Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

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

JUN 15 2016

James J. Sarena

CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOUSING AUTHORITY OF THE CITY OF HOBOKEN
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

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 of 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 "Elevator Modernization at Various Hoboken Housing Authority Sites" in Community Development Block Grant (CDBG) funds to provide for the modernization of one elevator system and twenty-eight (28) elevator doors in various public housing apartment buildings 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 will completely modernize an elevator system in one high-rise, public housing building and modernize elevator door entry systems in four 7 story high-rise, public housing buildings.

ELEVATOR SYSTEM MODERNIZATION			
Address	Floors	Units	Residents
311 Harrison Street	10	57	118
DOOR ENTRY MODERNIZATION			
Address	Floors	Units	Residents
300 Marshall Drive	7	243 Total Units for	700 Total Residents for 4

310 Marshall Drive	7	4 Buildings	Buildings
320 Marshall Drive	7		
400 Marshall Drive	7		
Total		400	818

This project will improve the availability and accessibility of 400 public housing units for 818 public housing 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 facility rehabilitation.

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- and moderate income-area benefit activities as stated in 24 CFR 570.208(a)(1). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 14C Public Housing Modernization requirements as stated in 24 CFR 570.202(a)(2).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient provides housing for 818 residents at the four subject public housing buildings. The performance measurement used for the success of the project is the unduplicated number of residents utilizing improved services as a result of the one rehabilitated elevator system and 28 rehabilitated elevator door entry systems.

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 Marshall Drive, Hoboken, NJ 07030; 311 Harrison Street, Hoboken, NJ 07030; 321 Harrison Street Hoboken, NJ 07030; 400 Marshall Drive, Hoboken, NJ 07030

Service Area: CT 0190.00

Matrix Code: 14C Public Housing Modernization

Eligibility Citation: 24 CFR 570.202(a)(2): Public Housing Rehabilitation

Amount Funded: \$740,627.50

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2016 and end on June 30, 2017. 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

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
Uses		
<u>Construction Costs</u>		
Elevator Modernization (1 Elevator Systems)	\$400,000	\$392,627.50
Door Entry System Modernization (28 Elevator Doors)	\$348,000	\$348,000
Physical Inspections	\$10,000	
Architectural Engineering	\$50,000	
Legal Fees	\$5,000	
<u>Personnel Costs</u>		
Project Engineer	\$5,820	
Total Uses	\$818,820	\$740,627.50
Sources		
City of Hoboken CDBG	\$740,627.50	
HHA Match	\$78,192.50	

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 \$740,627.50. 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

Marc Recko
Subrecipient
400 Harrison Street
Hoboken NJ, 07030
(201) 798-0370
mrecko@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. 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

Housing Authority of the City of Hoboken

By _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE
OFFICER

By _____

Attest _____
CITY CLERK

Title _____

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR
(Housing Authority of the City of Hoboken)

ASSISTANT CITY ATTORNEY

ATTACHMENT A
CONSTRUCTION DOCUMENT CHECKLIST: REQUIRED 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 Insurance
- _____ Copy of all Bonds
- _____ Copy of all Permits (if applicable)
- _____ Copy of all AIA Forms
- _____ Copy of Certified Payroll
- _____ Copy of Subcontractors' Certified Payroll (if applicable)
- _____ Contractor Certification (re: debarment)

General Contractor's Federal ID#: _____

Architect/Engineer's Federal ID#: _____

Contract Amount: _____

All Sub-Contractors with contracts of \$10,000 or more must also provide Federal ID#'s

<u>Sub-Contractor</u>	<u>Federal ID#</u>	<u>Contract Amount</u>
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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 OF THE CITY OF HOBOKEN – ELEVATOR MODERNIZATION FOR VARIOUS HOBOKEN HOUSING AUTHORITY SITES**
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.

ATTACHMENT C
ENGINEER/ARCHITECT CHECKLIST FOR CDBG PROJECTS

Projects funded in whole or in part with CDBG funds must comply with the following procedures and standards, as applicable; and, initial determinations of compliance and applicability are to be made by the Subrecipient, which the City has the discretion but not obligation to overrule.

I. Bid specs

A. Notice to bidders must contain this language:

Prevailing wages established under the Davis-Bacon Act will apply to this contract, if the contract and proposal meet the standards for applicability. Compliance with the provisions of Section 3 of the HUD Act of 1968 will be a requirement of this contract, if the contract and proposal meet the standards for applicability. The contract documents contain requirements addressing the Davis Bacon Act, prevailing wage, labor standards and wage requirements, nondiscrimination in hiring practices, goals for minority and female participation, MBE and WBE participation, participation by Section 3 resident and businesses, notice of prohibition on use of federal disbarred vendors, and any other legally required related matters.

B. Instructions to Bidders will contain references to:

- Davis Bacon wages
 NOTE: NJ law requires that the contractor pay the HIGHER of State prevailing wages or Davis-Bacon, for each class of worker.
 For further details, please see: [WageDeterminationsOnLine.gov](http://www.wdol.gov/dba)
<http://www.wdol.gov/dba>
- MBE/WBE Solicitation

The MBE/WBE Solicitation form MUST be completed and submitted with the bid. Failure to include this form in the bid will be grounds to disqualify a bid. If the Contractor does not intend to use a subcontractor and there are no MBE/WBE material providers in the area, the form must so indicate. Otherwise, attempts to contact MBE/WBE subcontractors and material providers must be documented. MBE/WBE lists can be obtained from the State of New Jersey website: <http://www.state.nj.us/transportation/business/civilrights/dbe.shtm>

Disadvantaged Business Enterprise (DBE)	Emerging Small Business Enterprise (ESBE)	Small Business Enterprise (SBE)
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<p>The <u>New Jersey Unified Certification Program Directory</u> is the only recognized directory of certified DBE firms in the State of New Jersey.</p> <p>http://www.njucp.net/</p>	<p>The <u>NJDOT ESBE Directory</u> is the only recognized directory of certified ESBE firms in the State of New Jersey.</p> <p>http://50.62.131.238/Productions/NJDOT_ESBE/biz_esbe/</p>	<p><u>New Jersey Selective Assistance Vendor Information (NJSAVI)</u> is a database that identifies businesses that are registered as a SBE and/or certified as an M/WBE with the State of New Jersey.</p>
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- Section 3 Solicitation
Contracts over \$100,000 must contain Section 3 language:
Each bidder/proposer must include a Section 3 Opportunities Plan which indicates its commitment to meet resident hiring requirements. If a bidder/proposer fails to submit a Section 3 Opportunities Plan and the related data along with the bid/proposal, such bid/proposal will be declared as “non-responsive.”
- Bonds must be obtained from companies listed in OMB Circular 570.
http://www.fms.treas.gov/c570/c570_a-z.html#n
- “Notice of Intent to Prohibit Contracts with Contractors on the Federal Disbarred Vendor List” shall be included in every bid specification.

C. Bid Specs must contain the following documents which can be emailed upon request:

1. Part II Federal Terms and Conditions
2. Federal labor standard provisions
3. Davis – Bacon wage decision required for the project
4. Davis-Bacon payroll form
5. For projects over \$100,000, Section 3 forms and requirements must be included

6. MBE/WBE Solicitation form (including listing on the required submittals with the bid on the bid proposal form if this is part of the Engineer's bid format)
7. Include a line for the contractor to indicate their **FEIN and DUNS numbers** on the proposal form

D. Bid requirements

- NEVER bid or start construction on a project before receiving an executed Subrecipient contract or receipt of funding for the CDBG grant funds from the City of Hoboken.
- All Bid documents shall be provided to the City of Hoboken before being bid, with a ten day grace period so that the City may review to determine if the above referenced material is adequately contained in the bid documents. The City shall have no obligation to perform this review, nor may the Subcontractor rely on the City or the results of the City's review in any bid contests or funding contests resulting for an improper bid.
- A bid schedule shall be provided to the City of Hoboken indicating the anticipated date of bid opening.
- Subcontractors shall make every effort to solicit bids from MBE/WBE construction contractors. At a minimum, the notice of the bid shall be mailed to a list of MBE/WBE firms drawn from the State of New Jersey listings. A copy of this listing will be provided to the City of Hoboken.
- If only one bid is received, the Subcontractor must contact the City of Hoboken immediately and table the bid. Generally, awards to a single bidder are not permitted and require US HUD approval. Best practice recommendations are to extend the time to receive bids, contact potential bidders to obtain additional bids or determine why the bid only attracted one bidder. If the scope is found to be too restrictive, then a modification will be required. The City of Hoboken will submit a request to US HUD for an exception only if changing the conditions of bidding would not result in a different outcome and the municipal solicitor provides a written opinion that all of the procurement requirements under State of New Jersey and federal law have been met.
- If wage rates change within 7 working days of the bid opening date, a bid addendum must be issued reflecting the new wage rates for the job. If wage rates change between day 6 and the date of execution of the contract, all bid proposals must be rejected and rebid to reflect the new wages.

E. Bid review

- Once bids are received, the Bid Tabulation must be sent along with a copy of the bid specifications, any addendum, and all of the low bidder's documentation to the City.
- The engineer shall review the bids and make a recommendation indicating bid reasonableness. A copy shall be provided to the City of Hoboken.

- The low bidders shall be verified for eligibility to participate in a federal contract using www.SAM.gov. The resulting printout shall be sent to the City of Hoboken.
- The Subrecipient must submit the Resolution Authorizing the Bid Award to the City of Hoboken

F. Contracting

- A representative of the City of Hoboken **must** be invited to attend the pre-construction conference.
- All required forms must be signed before a proceed- to-work order is provided, including Section 3 required forms, if applicable.
- **A copy of the Contract and Notice to proceed must be provided to the City of Hoboken immediately upon receipt of same.**
- The Contractor must provide a copy of the Labor Union statement of contributions or other documentation of the fringe benefits paid on behalf of workers on the job.
- The contractor must provide weekly payrolls not less than 2 weeks after completion of each work week. Payrolls should be numbered 1, 2, 3 and FINAL and include statements of “no-work week” should there be gaps between weeks. Job classifications must indicate the federal wage decision classification, not the union classification.

G. Compliance and Payment

- On-site interviews of workers must be completed. The engineer shall notify the City of Hoboken when the contractor is planning to be on-site (preferably with several days’ notice) so that a visit can be scheduled.
- Any deficiencies between wages paid to workers plus fringe contribution and the federal Davis-Bacon wage rate must be corrected before the City issues payment. Municipalities should consider this before issuing payment.
- The City of Hoboken may make partial payments during the project or a single final payment may be made. The invoice to the City of Hoboken **must** be made by the subrecipient and supported by documentation by the engineer that the work is completed and acceptable.

Please include the following form in the specifications to be returned with the BID docs.

Subrecipient: **Fiscal Year:** **Name of Project:**

Prime contractor: **Is prime contractor MBE/WBE? (circle) If MBE, Identify race:**

Total Value of Contract to Prime Contractor:

Name Address and Telephone number of MBE/WB E sub or vendor	Business Enterprise		\$ Value of Procurement to Sub-Contractor	Date of Procurement	Type of Product or Service	FEIN	DUN S
	MBE (Race)	WB E					

FORM 1

MBE WBE SOLICITATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE PROPERLY COMPLETED FORM MAY BE GROUNDS TO DISMISS THE BID.

THERE ARE TWO OPTIONS FOR COMPLETING THE FORM:

1. If you are not planning to use any subcontractors you can indicate that on the form. Further, if cannot find MBE/WBE material suppliers for products you will use on the job, state this on the form.

OR

2. Identify subcontractors and material suppliers that have been contacted EVEN IF you do not intend to utilize their products or services on the job.

At the end of the job, you will be asked to identify what if any MBE WBE businesses participated in the job.

Failure to properly complete the form using one of the above methods will result in an incomplete bid submission.

FORM 2

WORK FORCE NEEDS TABLE (EMPLOYEES)

TO BE SUBMITTED WITH CONTRACT DOCUMENTS IF AWARDED

OCCUPATION/CATEGORY	APPROX. NUMBER OF SKILLED EMPLOYEES REQUIRED	TOTAL NUMBER OF SKILLED EMPLOYEES PRESENTLY ON PAYROLL	TOTAL NUMBER OF SKILLED EMPLOYEES TO BE HIRED	TOTAL NUMBER OF LOWER INCOME RESIDENTS TO BE HIRED

The following are the occupational category classifications that should be inserted in the Table:

1. Professional
2. Technicians
3. Office/Clerical
4. Tradesman: (a) Carpenter, (b) Electrician, (c) Laborer, (d) Other

Employment Certification

- A. The Contractor certifies that the above table represents the approximate number of employee positions that are needed and which are not presently filled by regular and permanent employees, and which new employees will be required in the execution of the _____ contract and also represents the number of lower income City of Hoboken residents that the Contractor proposes to make good faith effort to employ.
- B. The Contractor certifies that it will make a good faith effort to employ the number of lower income employees stated above by contacting such community based organizations and service agencies in addition to advertising through the local newspapers (Jersey Journal and Hudson Reporter) and erecting signs on the project site contractor's employment posters.

- C. The Contractor, prior to subcontracting any portion of the work covered by this contract, will require a Work Force Needs Table to be prepared and certification similar to paragraph A, B, and C to be executed.

FORM 3

SECTION 3 BUSINESS OPPORTUNITIES PLAN

Business Opportunities and Employment Training of Public Housing Residents and Low and Very Low Income Residents of the City of Hoboken

Please review the information below, and provide your responses on separate paper. (A Section 3 Economic Opportunity Plan Instruction Sheet is attached to further assist you in developing your responses to the information requested below.)

1. Identify individual(s) responsible for planning, implementing and tracking the projects' Section 3 training and employment goals. Describe their prior experience in this area.
2. Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate, and hire public housing and other low-income persons. Identify any private or public resources that will be used.
3. Describe contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.
4. Describe plans to structure project activities in ways that create opportunities for Section 3 firms' participation, where applicable.

**YOUR RESPONSES TO QUESTIONS 1-4, WILL CONSTITUTE YOUR PLAN;
PLEASE ATTACH YOUR PLAN DOCUMENT AND ALSO INCLUDE THE
FOLLOWING INFORMATION ON YOUR PLAN:**

(1) COMPANY NAME

(2) YOUR NAME AND PHONE NUMBER

(3) BID NUMBER AND NAME.

FORM 4

SAMPLE PLAN

PLEASE RE-TYPE YOUR OWN COMPANY'S PLAN ON YOUR STATIONERY

COMPANY NAME, ADDRESS, TELEPHONE AND FAX NUMBER

Question #1

Identify individuals responsible for planning, implementing, and tracking the project's Section 3 training and employment goals. Describe their prior experience in this area.

The individual responsible for planning, implementing and tracking the project's Section 3 training and employment goals is _____ (identify appropriate title of this individual), of name of firm _____ (hereafter referred to as "Contractor"). He (or she) will obtain all pertinent information to become thoroughly familiar and ensure contract compliance with the HUD Section 3 Regulation. Name of individual: _____ has worked on construction (or service, whichever is applicable) projects, and is qualified to administer contractor's Section 3 Economic Opportunity Plan (Plan.)

Question #2

Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons. Identify any private or public resources that will be used.

The employment goal is thirty percent (30%) of the aggregate number of new hires. Contractor will take the following steps to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons, in the event any vacancies occur throughout the duration of the project:

1. Meet with One-Stop to review the employment needs for this project.
2. Outreach to public housing resident associations and others to alert them to the employment opportunities.
3. Develop a list of "pre-qualified" Section 3 public housing and other low-income residents who could fill job vacancies that may later become available.
4. Send notices about Section 3 training and employment obligations and opportunities required for this project to labor organizations.
5. Establish a training program to provide public residents and other low income residents with the opportunity to learn basic skills and job requirements.
6. Advertise in major and community newspapers and on job sites for workers who meet the definition of a Section 3 resident.

Contractor will establish files to record and retain written documentation of all training and employment outreach efforts and resources from agency representatives and job applicants.

Question #3

(ONLY APPLICABLE TO COMPANIES THAT SUBCONTRACT)

Describe the contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.

Contractor will take all feasible measures to recruit, solicit, encourage, facilitate, and select qualified Section 3 business subcontracting firms to perform at least 10% of the project award amount (contract sum) for each project for which Contractor is the successful bidder.

Contractor will request the organizations, listed below, to provide lists of firms, organized by trade category, which can perform required project work (in addition to these organizations, Contractor may also contact other organizations that provide such listings):

1. Contractor's Resource Center
2. Small Business Administration
3. Minority Business Development Center

Contractor understands that, in addition to awarding work to qualified Section 3 businesses, it is our responsibility to:

1. Use the contractor's or company's solicitation letter to advertise to the "greatest extent feasible" to all firms on lists provided to us by the City of Hoboken and other organizations about the type of work needed to complete each project;
2. Advise firms of Contractor's obligation to seek and award work to qualified Section 3 businesses, where feasible,
3. Clarify the definition of a Section 3 resident and business,
4. Explain how to qualify as a Section 3 business in order to be eligible to receive a preference from Contractor when subcontractor work is to be awarded, and
5. Provide Section 3 certified companies that are qualified to perform work with an opportunity to submit price quotations for the project work, and where financially feasible, hire such firms as subcontractors.

Documentation of Outreach to find Eligible Section 3 Subcontracting Firms

1. Contractor will establish files to record and retain written documentation of all outreach efforts and responses received from organizations and subcontractors who are contacted.

2. Contractor will provide a report on each outreach effort and at the conclusion of the project on Section 3 individuals and firms employed.

Question #4:

Describe plans to structure project activities in ways that create opportunities for Section 3 company's participation, where applicable.

Contractor will make every effort to structure project activities to increase opportunities for Section 3 businesses. This will be accomplished by sub-dividing the work into smaller amounts, or by using multiple firms to complete similar types of work.

Submitted by: _____ Submission Date: _____

President Name

FORM 5

CONTRACTOR'S SECTION 3 ACTION PLAN FOR BUSINESS UTILIZATION

- A. The Contractor shall utilize, to the maximum extent feasible, eligible Section 3 Business Concerns located in the City of Hoboken, New Jersey, in contracting for work to be performed in connection with the completion of the contract. Eligible Section 3 businesses are those which qualify as 'small' under the Small Business Administration size standards and which are socially and economically disadvantaged.
- B. The Contractor has established a goal of 30% (Minimum Goal) of the total contract amount which he expects to award to eligible Section 3 business concerns. Table I, Business Utilization Table, sets forth the classification of subcontracts, the estimate of each subcontractor dollar amount, whether a Section 3 business is intended to be utilized and the dollar amount of proposed subcontracts to Section 3 businesses.
- C. To achieve the goal specified in paragraph "B", the Contractor shall:
1. Make full use of minority business listings made available by the City of Hoboken.
 2. Take steps to ensure that subcontracts which are typically let on a negotiated rather than a bid basis are also let on a negotiated basis, whenever feasible.
 3. Where competitive bids are solicited, include as part of the bid documents the Contractor's goals for Section 3 as it related to the work for which bids are being solicited, require each bidder to submit their Utilization Goals and Affirmative Action Plan for achieving Section 3 Business Utilization.
 4. Insert the Section 3 contract language required by 24 CFR 135.38 in all subcontracts; and require to be executed by the subcontractor a certification of compliance with Section 3, similar to the Contractor's Certification of Compliance, Form S3-4, and an Affirmative Action Plan for Business Utilization, Form S3-4.
- D. The Contractor will report the results of the affirmative efforts and undertakings per paragraph A, B, and C above, including the efforts of its subcontractors at the conclusion of the project.

Signature / Contractor

Date

Approved / City of Hoboken or Subrecipient

Date

FORM 6

BUSINESS UTILIZATION TABLE

PROPOSED SUBCONTRACTS	SUBCONTRACT DOLLAR AMOUNT ESTIMATE	USE OF SECTION 3 BUSINESSES		PROPOSED SUBCONTRACTS TO SECTION 3 BUSINESSES DOLLAR AMOUNT
		YES	NO	
TOTALS:				

The following are the examples of services, which may be required by subcontractors and these classifications, should be inserted in the table if applicable:

- | | |
|---------------------------------|--|
| 1. Selling bricks | 8. Window-installation |
| 2. Selling lumber | 9. Air conditioning sales and/or installations |
| 3. Selling cement, sand, gravel | 10. Floor tile sales and/or installations |
| 4. Making steel cast | 11. Door sales and/or installations |
| 5. Selling electric supplies | 12. Landscaping |
| 6. Selling kitchen appliances | 13. Carpeting |
| 7. Selling bathroom fixtures | 14. Stationery and/or advertising |
| | 15. Other (Specify): _____ |

This list should also include professional services, and all of the construction trades, i.e., plumbing, electrical, drywall, carpenters, etc., which are intended to be subcontracted.

Sponsored By: [Signature]

Co-sponsored By: [Signature]

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE 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 \$10,000.00 out of available City of Hoboken Community Development Block Grant funds for TRUE Mentors, Inc. to operate said program within the City of Hoboken.

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: June 15, 2016

Department of Community Development

[Signature]
Brandy A. Forbes, Director

Approved as to form:

[Signature]
Alysa Inko Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jen Giattino				

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUN 15 2016

James J. Sarena

CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
TRUE MENTORS, INC.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

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, 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 \$10,000 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 a one-on-one mentoring program and weekly enrichment clubs. The Subrecipient will make 50 mentorship matches and enroll 35 students in club programs during the 2016-2017 school year (September 2016 through June 2017). 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- and 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 35 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: \$10,000

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2016 and end on June 30, 2017. 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

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
Uses		
<u>Personnel Costs</u>		
Program Director	\$25,000	\$10,000
Sources		
City of Hoboken CDBG	\$10,000	
Total Sources	\$10,000	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$10,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

Rebecca Denaro
Subrecipient
P.O. Box 6264
Hoboken NJ, 07030
(201) 564-8103
rdenaro@truementors.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30 days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles**. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits

discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Section 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 _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE
OFFICER

By _____

Title _____

Attest _____
CITY CLERK

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR (TRUE
Mentors, Inc.)

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 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.

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF A
SECOND AMENDED AND RESTATED PILOT
AGREEMENT WITH JEFFERSON ADAMS REHAB
COMPANY RELATING TO THE CLOCK TOWERS
PROJECT WITHIN THE CITY OF HOBOKEN**

WHEREAS, Jefferson Adams Rehab Company is a New Jersey limited partnership (the “**Entity**”) subject to the Limited-Dividend Nonprofit Housing Corporations or Associations Act, *N.J.S.A. 55:16-1 et seq.* (the “**Limited-Dividend Law**”), and owns and operates a housing project located at 300 Adams Street in the City (the “**Property**”) consisting of 173 residential units, 68 of which receive project-based Section 8 housing assistance and 16 of which receive housing vouchers from the New Jersey Department of Community Affairs, and generally known as “Clock Towers” (the “**Project**”); and

WHEREAS, on December 19, 1974, the City of Hoboken (the “**City**”) entered into an In Lieu Tax Payment Agreement to provide payments in lieu of taxes with respect to the Property and the Project under the Limited-Dividend Law, which agreement was amended on or about December 2000 pursuant to an Amended and Restated PILOT Agreement (the “**PILOT Agreement**”); and

WHEREAS, pursuant to the terms of the PILOT Agreement, the tax exemption on the Project was originally scheduled to terminate after 40 years from the date of the original financing of the Project, on or about March 26, 2015; and

WHEREAS, the Limited-Dividend Law permits tax exemptions and payments in lieu of taxes for a term of up to 50 years; and

WHEREAS, the Entity has requested an extension of the PILOT Agreement for an additional 10 years as permitted under the Limited-Dividend Law; and

WHEREAS, the City previously granted the Project temporary extensions of the PILOT Agreement for a total of 15 months, terminating on or around June 25, 2016, as the City permitted the Entity to apply for additional vouchers while negotiating the terms of a full extension; and

WHEREAS, the City has determined that it is in the best interests of the residents of the Project and the City to grant an extension of the PILOT Agreement for a full term of 50 years as permitted under the Limited-Dividend Law; and

WHEREAS, the City has negotiated the terms of a full extension of the PILOT Agreement subject to certain terms and conditions that will help protect housing affordability for Hoboken residents and wishes to authorize the execution of same.

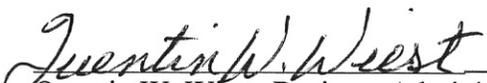
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, County of Hudson and State of New Jersey, that the Entity is hereby granted a full extension of the PILOT Agreement for 50 years (March 26, 2025) subject to the terms and conditions of Second Amended and Restated PILOT Agreement in the form attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Second Amended and Restated PILOT Agreement in the form attached hereto as Exhibit A, with such amendments, revisions and changes as may be required in the Mayor's reasonable discretion, in consultation with the City professionals.

Meeting date: June 15, 2016

Approved:

Approved as to form:

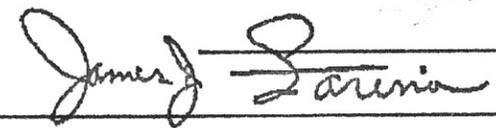

 Quentin W. Wiest, Business Administrator


 Alysia Proko, Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffany Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
Council President Jen Giattino	✓			

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

JUN 15 2016


 CITY CLERK

MEMORANDUM

TO: Mayor Dawn Zimmer
Council for the City of Hoboken

CC: Alysia M. Proko, Esq.
Quentin Wiest
Brandy Forbes

FROM: Jong Sook Nee, Esq.

RE: **Hoboken/Clock Towers
Second Amended and Restated PILOT Agreement**

DATE: June 13, 2016

Jefferson Adams Rehab Company (the “**Entity**”) is the owner and operator of the project known as “Clock Towers” located at 300 Adams Street which consists of 173 residential units, 68 of which received project-based Section 8 housing subsidies through HUD and 16 of which received housing subsidies through DCA (the “**Project**”). The Project is the subject of an In Lieu Tax Payment Agreement with the City dating back to December 19, 1974, pursuant to the Limited-Dividend Nonprofit Housing Corporations or Associations Act, *N.J.S.A. 55:16-1 et seq.* (the “**Limited-Dividend Law**”). The In Lieu Tax Payment Agreement was amended and restated on or about December 2000 pursuant to an Amended and Restated PILOT Agreement (the “**PILOT Agreement**”) and also the terms of a settlement agreement between the City and the Entity.

The PILOT Agreement was originally set to terminate after 40 years from the date of original financing which should expire on or about March 26, 2015, despite the fact that the Limited-Dividend Law permits tax exemptions and payments in lieu of taxes for a term of up to 50 years. Resultantly, the Entity is requesting an extension of the PILOT Agreement for the additional 10 years as permitted under the Limited-Dividend Law. The City Council has previously granted temporary extensions to the Project for a total of 15 months that will expire on or around June 25, 2016.

Since the last request for an extension, the Mayor’s representatives and a subcommittee of the Council have negotiated the terms of a full extension. The Administration and subcommittee worked continuously with representatives of the Entity to negotiate and draft the form of the Second Amended and Restated PILOT Agreement (the “**Agreement**”), attached hereto as Exhibit A. The City Council is being asked to consider a full extension of the tax exemption that would terminate on March 26, 2025, subject to the terms and conditions of the Agreement which are summarized as follows:

- Protection of housing for “middle income” households (130% of Region 1 Income, as noted in the agreement) (this would apply only to those 89 units that

- are not subject to a federal housing subsidy (68 units) or a state housing subsidy (16 units) and are currently below market rent)
- Imposes limits on rents for newly vacant units
 - Requires annual income verification
 - Imposes a surcharge if household income increases substantially beyond the “middle income” range
- Waiting List preferences (for those 89 units not subject to a federal or state housing subsidy)
 - Verified Hoboken resident who meet income requirement for middle income
 - Veterans
 - Current tenants of the Project seeking to move within the Project
 - Entity shall seek HUD approval to grant preference in their Section 8 housing units to applicants who can meet the income requirements of Section 8 but are currently homeless
 - Annual Service Charge
 - City would receive \$200,000 annually through a combination of an annual charge paid by the tenants and an amount paid by the Entity
 - Annual reporting requirements to the City to verify the foregoing
 - Contractual agreement to stay within rent control for 20 years

The Agreement is the result of the hard work and dedication of Councilwoman Giattino, Councilman Russo, Councilman Doyle and the Administration, after many months of negotiations with the Entity.

If you have any questions with respect to the foregoing, please do not hesitate to contact me.

SECOND AMENDED AND RESTATED PILOT AGREEMENT

THIS SECOND AMENDED AND RESTATED PILOT AGREEMENT (this “**Agreement**”), is dated as of _____, 2016 and is by and between:

CITY OF HOBOKEN, a municipal corporation of the State of New Jersey, having its principal office at City Hall, 94 Washington Street, Hoboken, New Jersey 07030 (the “**City**”)

AND

JEFFERSON ADAMS REHAB COMPANY, a New Jersey limited partnership subject to the Limited-Dividend Nonprofit Housing Corporations or Associations Act, *N.J.S.A. 55:16-1 et seq.* (the “**Limited-Dividend Law**”), having offices at 300 Adams Street, Hoboken, New Jersey, and its successors and assigns (the “**Entity**”, and together with the City, the “**Parties**”).

WITNESSETH

WHEREAS, the Entity owns and operates a housing project located at 300 Adams Street in the City (the “**Property**”) consisting of 173 residential units, 68 of which receive project-based Section 8 housing assistance and 16 of which receive housing vouchers from the New Jersey Department of Community Affairs, and generally known as “Clock Towers” (the “**Project**”); and

WHEREAS, on December 19, 1974, the Parties entered into an In Lieu Tax Payment Agreement to provide payments in lieu of taxes with respect to the Property and the Project under the Limited-Dividend Law, which agreement was amended on or about December 2000 pursuant to an Amended and Restated PILOT Agreement (the “**PILOT Agreement**”); and

WHEREAS, pursuant to the terms of the PILOT Agreement, the tax exemption on the Project was originally scheduled to terminate after forty (40) years on or about March 26, 2015; and

WHEREAS, the Limited-Dividend Law permits tax exemptions and payments in lieu of taxes for a term of up to fifty (50) years for projects that continue to conform to the requirements of the Limited-Dividend Law; and

WHEREAS, the Entity has requested an extension of the PILOT Agreement for an additional ten (10) years as permitted under the Limited-Dividend Law; and

WHEREAS, the City had previously provided four temporary extensions for a total period of fifteen (15) months to the Entity to undertake due diligence to determine whether and under what conditions the PILOT Agreement may be extended; and

WHEREAS, the City has determined that it is in the best interests of the residents of the Project and the City to grant an extension of the PILOT Agreement for eight (8) years and nine

(9) months in order to provide the Project a tax exemption for the full fifty (50) years permitted under the Limited-Dividend Law pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and for other good and valuation consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the City and the Entity hereby agree as follows:

Section 1. The foregoing recitals are incorporated as if set forth in full herein.

Section 2. This Agreement is made pursuant to the authority contained in Section 18 of the Limited-Dividend Law (*N.J.S.A. 55:16-18*), administered under the regulations promulgated under *N.J.A.C. 5:13-1.1. et seq.*, and a resolution of the City approving same. The City reaffirms its recognition of the Entity as the owner and operator of the Project. The Parties expressly understand and agree that the City enters into this Agreement in reliance upon the supervision of the Entity vested by statute in the Public Housing and Development Authority within the New Jersey Department of Community Affairs (the “**Authority**”).

Section 3. Exemption. The Project is hereby exempted from taxation. The tax exemption established hereby shall be retroactive to March 26, 1975 and shall continue for the earlier to occur of (a) a period of fifty (50) years therefrom (March 26, 2025), (b) the termination of a regulatory agreement between the Entity and the Authority, or (c) a material default by the Entity under the provisions of this Agreement.

Section 4. Qualified Units. As a condition for the extension of this Agreement beyond its original term, the Entity agrees to market and lease certain Qualified Units (as defined herein) under the following terms and conditions:

A. Waiting List. The Entity shall maintain a waiting list for all potential tenants seeking to rent one of the Qualified Units. Applicants seeking to be placed on the waiting list shall complete a pre-application form. Subject to the approval of the U.S. Department of Housing and Urban Development (“**HUD**”), applicants will be assigned points for various conditions or circumstances in the following manner:

1. Hoboken residents (as evidenced by a utility bill or credit card bill): 2 points
2. Veterans of United States military service: 3 points
3. Current tenant of the Project: 1 point
4. Each twelve (12) months on the waiting list: 1 point

Applicants on the waiting list shall be organized first according to points and then according to the chronological order of the submission of the pre-application form. Upon the availability of a Qualified Unit, the Entity shall utilize the waiting list first to fill any vacancy. Preference will be given first to applicants with the most points and second within those applicants, by chronological order of submission.

B. Base Rent. All Qualified Units shall be leased at a rent equal to the HUD Section 8 contract rents shown on Schedule 2, attached hereto and made a part hereof, as

increased and published each year by HUD for each applicable unit type upon a new lease (the “**Base Rent**”).

C. Annual Leases. All Qualified Units shall have leases in duration of no longer than twelve (12) months. The leases may be renewed, subject to the terms and conditions of this Section 4.

D. Income Verification. As a condition to all new leases and any renewals, all prospective or renewing tenants shall submit to income verification for the household.

1. *New Leases*. Applicants for new leases for a Qualified Unit must not exceed the household income limits for their respective household type as detailed on Schedule 3 attached hereto and made a part hereof (the “**Middle Income Limits**”) unless the income limit results in an applicant paying more than 30% of their income for rent. Any applicants that exceed the Middle Income Limits for their household will be disqualified from leasing a Qualified Unit as an initial lease.

2. *Renewal Leases*. Current tenants of a Qualified Unit seeking to renew their lease must submit to income verification for the household upon the application for renewal. For a tenant whose household income exceeds the Middle Income Limit, the rent for that Qualified Unit shall be subject to a surcharge in accordance with the Schedule 4 attached hereto and made a part hereof (the “**Surcharge Schedule**”). The provisions of this Section 4(D)(2) shall be in effect for each year a tenant wishes to renew their lease in a Qualified Unit. The Entity shall account for and report all surcharges collected pursuant to this Section 4(D)(2) and at the end of each fiscal year shall pay twenty percent (20%) of the total surcharges collected to the City.

E. Capital Improvements. The Entity may seek to be reimbursed for capital improvements made to the Project. In such event, the Entity may secure reimbursement through the process permitted under the City’s rent control ordinances.

For purposes of this Agreement, a “**Qualified Unit**” shall mean any residential unit in the Project that is not subsidized by Section 8 housing assistance through HUD or the New Jersey Department of Community Affairs (a “**Market Unit**”) that meets the following criteria:

- i. Identified as being below current market rents for comparable units as detailed on Schedule 1 attached hereto and made a part hereof; and
- ii. Recently vacated by a tenant.

Section 5. Annual Service Charge.

A. In consideration of the aforesaid exemption from taxation, the Entity shall make a payment to the City of an annual service charge (the “**Annual Service Charge**”) for municipal services supplied to the Project. The Parties agree that the City shall

receive an amount equal to Two Hundred Thousand Dollars (\$200,000) in the first year of the execution of this Agreement. On first day of the month following the first anniversary of the execution of this Agreement, the Annual Service Charge shall be equal to the *greater* of:

- (i) the sum of (x) 6.28% of the annual gross rents of the Project, less any portion of such annual gross rents paid by a federal or state agency under a rent subsidy program; provided that the Entity may increase the rents for all of the Market Units with a one-time annual increase of Thirty Thousand, Five Hundred Seventy-Six Dollars (\$30,576) or Twenty-Eight Dollars (\$28) per unit per month within six (6) months of the execution of this Agreement *plus* (y) payment by the Entity of Twenty-Seven Thousand Eight Hundred Thirty Dollars (\$27,830) in the first year; or
- (ii) the taxes that were paid in the last four quarters in which the Project was subject to full taxation.

B. The Annual Service Charge shall be paid in quarterly payments in accordance with bills issued by the Tax Collector of the City and in the same manner and on the same dates as real estate taxes are paid in the municipality. Said quarterly payments shall be in the amount of one-fourth of the projected minimum Annual Service Charge except that no later than March 1st of the any year, the Entity shall submit to the Council and Tax Collector of the Entity, for so long as this Agreement is in effect, including March 1st of the year following the termination of the development as a limited dividend housing development, a statement of the gross rents of the Project for the prior calendar year and the total Annual Service Charge due to the Entity in accordance with this section, all as certified by a certified public accountant (a "CPA"). The Entity will submit the name of the CPA that it will use to the City. If the City disagrees with the calculations submitted by the CPA, the City may employ its own CPA to review the Entity's books and records. If it is ultimately determined that the Entity owes money for the Annual Service Charge beyond that set forth in its own certified statement, the Entity shall pay the cost of the fee charged the City by its own CPA, not to exceed Two Thousand Five Hundred Dollars (\$2,500). The Entity shall simultaneously pay the difference or receive credit, if any, between the Annual Service Charge due, and the sum of the four quarterly payments paid by the Entity to the City for an applicable period in which there is a deficit or credit due relating to an Annual Service Charge.

C. All quarterly payments made under paragraph (B) above shall be in lieu of taxes and the City shall have all rights and remedies of tax enforcement granted to municipalities by law just as if said payments constituted regular tax obligations on real property in the City. If, however, the City disputes the total amount of the Annual Service Charge due it, based upon the Entity's certified statement, it may apply to the Superior Court, Chancery Division, for an accounting of the Annual Service Charge due to the City, in accordance with this Agreement and the Limited-Dividend Law. Any such action must be commenced within one year of the receipt of the Entity's certified statement by the City.

Section 6. Reporting Requirements. The Entity shall submit annual reports to the City including the following information:

- Accounting on the Annual Service Charge calculation by a CPA;
- Qualified Units subject to vacancy and up for renewal;
- Waiting List updates;
- Income verification of applicants and residents (based on blind numbering system); and
- Exit memo for all vacancies.

Notwithstanding the foregoing, the Entity agrees to provide periodic reports on the Waiting List upon reasonable request of the City.

Section 7. City Escrow. The Entity shall deposit the amount of Ten Thousand Dollars (\$10,000) to the City, which the City has deposited into an interest bearing escrow account established by it for the payment of its reasonable and necessary third-party costs relating to the review, analysis, negotiation and preparation of any documents relating to an extension of the PILOT Agreement during the Extension Period. If, when and as often as may occur that the escrow account is drawn down to Three Thousand Dollars (\$3,000), then the Entity, upon the City's written request, shall within fifteen (15) business days thereafter, provide to the City for deposit funds sufficient to replenish the escrow account to the amount of Ten Thousand Dollars (\$10,000) for use in accordance with these terms, unless such time period shall be extended for good reason by the City in its sole discretion. In the event this Agreement either expires or is lawfully terminated by the City or Entity, then all escrowed monies and the interest earned thereon shall be returned to the Entity following the payment from the fund of any costs incurred by the City up to the time of said expiration or cancellation.

Section 8. Termination. Upon any termination of the Project's tax exemption whether by affirmative action of the Entity, its successors and assigns or by virtue of the provision of the Limited-Dividend Law, the respective development shall be taxed as omitted property in accordance with applicable law.

Section 9. Notices. All notices or communications sent by either party to the other hereunder shall be sent by certified mail, return receipt requested or overnight courier, addressed as follows:

To the City:

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Attn: Mayor

To the Entity:

Jefferson Adams Rehab Company
300-26 Adams Street
Hoboken, New Jersey 07030

Section 10. Rent Control. In consideration of the City's willingness to enter into this Agreement and notwithstanding the term of the tax exemption granted under this Agreement, the Entity agrees on behalf of itself and its successors and assigns that for a period of twenty (20) years commencing on the execution of this Agreement, the Entity shall, as a matter of contract, operate the Market Units pursuant to Chapter 155 of the Hoboken Code pertaining to rent control and any future amendments (the "**Rent Control Ordinance**") and such other terms as required under that certain Settlement Agreement between the Parties dated January 25, 2001. After the term of the tax exemption expires, the Entity shall be permitted to a one-time increase of any and all remaining Qualified Units to the Base Rent. Upon the leasing of a Qualified Unit at a Base Rent, such unit shall be contractually subject to the terms of the Rent Control Ordinance through the twentieth (20th) anniversary of the execution of this Agreement. Each Party reserves whatever rights it has regarding the applicability of the Rent Control Ordinance to the Project, and nothing in this Agreement shall be deemed an admission or waiver regarding the future applicability of the Rent Control Ordinance to the Project.

Section 11. Subject to the approval of HUD, the Entity further agrees that with respect to any waiting list for those residential units within the Project that are subsidized by Section 8 housing assistance through HUD, the Entity will grant a preference to applicants who can demonstrate that they do not possess housing, either rented or owned, but meet the income and other eligibility requirements of Section 8.

Section 12. The Entity shall have the right to sell, transfer, or convey the Project without the consent of the City, provided the transferee is subject to the Limited-Dividend Law or its successor law, the Long Term Tax Exemption Law (*N.J.S.A. 40A:20A-1 et seq.*), and agrees to continue this Agreement on the same terms. For these purposes, a refinancing of the Project by the Entity or any successor in interest shall not be considered a sale.

Section 13. In the event of a breach of this Agreement by either Party or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, either Party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the Limited-Dividend Law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

WITNESS:

JEFFERSON ADAMS REHAB COMPANY

By: _____
Name: _____
Title: _____

CITY OF HOBOKEN

James J. Farina, RMC
City Clerk

By: _____
Dawn Zimmer
Mayor

SCHEDULE 1
Units Eligible to be Qualified Units

SCHEDULE 2
Section 8 Contract Rents

The Section 8 Contract Rents approved by HUD for the region and the Project. For 2016, the contract rents are as follows:

<u>Bedrooms</u>	<u>Monthly Rent</u>
Studio (0)	\$1,440
1	\$1,799
2	\$2,364
3	\$2,931
4	\$3,856

The foregoing shall be subject to any and all increases approved by HUD from time to time.

SCHEDULE 3
Middle Income Limit

The Middle Income Limits shall be equal to 130% of Region 1 Income, as adjusted by HUD from time to time. For 2016 the Middle Income Limits would be as follows.

REGION 1 INFORMATION

<u>Household Size</u>	<u>130%</u>
1 Person Household	\$76,823
2 Person household	\$87,798
3 Person Household	\$98,774
4 Person Household	\$109,749

SCHEDULE 4
Surcharge Schedule

If a tenant's gross aggregate family income exceeds the Middle Income Limit upon a renewal, the tenant shall pay a surcharge based on the unit's rent in accordance with the following scale:

Up to 125% to the Middle Income Limit	5%
125% to less than 130% of the Middle Income Limit	10%
130% to less than 135% of the Middle Income Limit	15%
135% to less than 140% of the Middle Income Limit	20%
140% to less than 145% of the Middle Income Limit	25%
150% or more than the Middle Income Limit	30%

Units Eligible to be Qualified Units

Unit #	Beds	Section 8	
		Rent	2016 Rent
306	0	\$1,440	\$1,595
504	0		\$1,438
506	0		\$1,543
404	0		\$738
206	0		\$1,081
406	0		\$1,133
204	0		\$1,445
509	0		\$1,546
409	0		\$1,575
307	0		\$1,589
315	1	\$1,799	\$1,762
521	1		\$1,807
607	1		\$1,853
117	1		\$1,862
326	1		\$1,890
115	1		\$1,895
626	1		\$1,723
107	1		\$819
113	1		\$825
317	1		\$825
414	1		\$825
417	1		\$825
603	1		\$825
606	1		\$825
515	1		\$897
104	1		\$920
602	1		\$997
619	1		\$1,007
629	1		\$1,026
226	1		\$1,037
526	1		\$1,181
325	1		\$1,215
314	1		\$1,254
118	1		\$1,500
321	1		\$1,537
620	1		\$1,875
108	2	\$ 2,364	\$918
524	2		\$993
622	2		\$993
518	2		\$1,011

503	2		\$1,024
401	2		\$1,031
224	2		\$1,165
502	2		\$1,217
522	2		\$1,217
328	2		\$1,224
428	2		\$1,252
201	2		\$1,256
202	2		\$1,493
528	2		\$1,513
121	2		\$1,852
413	3	\$2,931	\$1,100
513	3		\$1,100
512	3		\$1,115
105	3		\$1,178
205	3		\$1,178
305	3		\$1,178
311	3		\$1,178
312	3		\$1,178
408	3		\$1,178
412	3		\$1,178
508	3		\$1,178
511	3		\$1,178
313	3		\$1,371
213	3		\$1,379
224	3		\$1,402
208	3		\$1,437
211	3		\$1,462
103	3		\$1,511
123	4	\$ 3,856	\$995
331	4		\$1,238
430	4		\$1,238
631	4		\$1,238
124	4		\$1,264
109	4		\$1,311
230	4		\$1,528
231	4		\$1,548

SPONSORED: [Signature]
SECONDED: [Signature]

**CITY OF HOBOKEN
RESOLUTION NO.**

**RESOLUTION AUTHORIZING USE OF THE COMPETITIVE CONTRACTING PROCESS FOR
CREDIT CARD PROCESSING SERVICE FOR THE CITY OF HOBOKEN FOR UP TO FIVE (5) YEARS**

WHEREAS, the City of Hoboken seeks to contract for credit card processing services, in accordance with the competitive contracting laws, for up to five (5) years; and

WHEREAS, under the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the threshold, and said procedure is considered to be fair and open, as well as efficient in obtaining the best services for the City, cost and other factors considered, when approved by the NJ DCA pursuant to N.J.S.A. 40A:11-4.1k; and

WHEREAS, the NJ DCA approved the use of competitive contracting for credit card processing services in the attached letter dated December 1, 2014;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that, the competitive contracting process, as described and allowed in N.J.S.A. 40A:11-4.1k, shall be initiated by the Purchasing Agent/Business Administrator for the purpose of receiving proposals for credit card processing service for the City of Hoboken for a period up to five (5) years.

Meeting date: June 15, 2016

APPROVED:
[Signature: Quentin Wiest]
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
[Signature: Alysia Proko]
Alysia Proko
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Giattino	/			

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

JUN 15 2016

[Signature: James J. Sarnia]

CITY CLERK



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 903
TRENTON, NJ 08625-0803

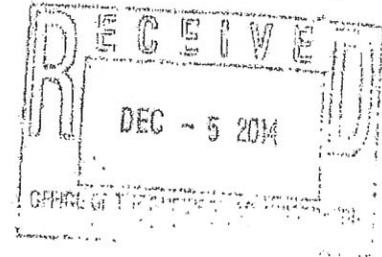
CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD E. CONSTABLE, III
Commissioner

December 1, 2014

Mr. Quentin Wiest
City of Hoboken
94 Washington Street
Hoboken, NJ 07030



Dear Mr. Wiest:

This is in response to your November 24, 2014 letter, in which you requested on behalf of the City of Hoboken, authorization to use the competitive contracting process, pursuant to N.J.S.A. 40A:11-4.1k, to secure proposals for Credit Card Services.

Based on your written submission we reviewed your request by considering the level and characteristics of the service and the competition in the marketplace. We concluded the subject matter is consistent with the intent of the statutory provisions encouraging competitive contracting. Therefore, the Director approves your request to use competitive contracting for only this particular project.

In your development and implementation of a competitive contracting process, we call your attention to compliance with the statutory (N.J.S.A. 40A:11-4 et seq.) and regulatory (N.J.A.C. 5:34-4.1 et seq.) provisions of the process. While we will not review the actual application of the evaluation criteria or how a contractor was selected based on such criteria, we rely on the Municipality's ability to apply the criteria in a non-discriminatory manner. Further, the term of the contract may be for a term not to exceed five years.

If you have any questions regarding this letter or concerns with competitive contracting procedures, please do not hesitate to contact me for further assistance.

Sincerely,

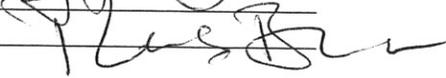
Gordon H. Bail, Procurement Specialist
Division of Local Government Services

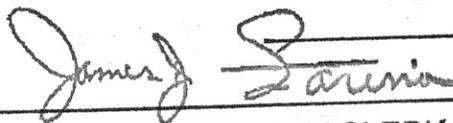
GHB:bk



A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: **JUN 15 2016**

Introduced by: 

Seconded by: 



CITY OF HOBOKEN
 RESOLUTION NO. _____

CITY CLERK

**AUTHORIZATION FOR THE CITY OF HOBOKEN TO ENTER INTO A REVISED
 LICENSE AGREEMENT FOR BIKE SHARE STATIONS WITH COUNTY OF HUDSON
 ACCORDING TO THE TERMS OF THE ATTACHED AMENDMENT TO LICENSE
 AGREEMENT**

WHEREAS, that the City Council of the City of Hoboken (the "City") approved a license agreement with the County of Hudson ("County") for bike share stations; and

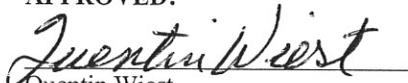
WHEREAS, certification of funds is not required for this resolution or amended agreement.

NOW THEREFORE BE IT RESOLVED, that the Mayor is hereby authorized to execute the attached Amendment to License Agreement with the County, and the City's Administration and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the Agreement; and,

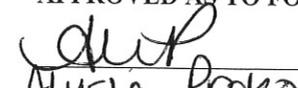
BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to all parties in the administration of this action and this resolution shall take effect immediately.

Meeting date: June 15, 2016

APPROVED:


 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Acting  Alysia Proko, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello		✓		
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

AMENDMENT TO LICENSE AGREEMENT

This Agreement made this day of between the COUNTY OF HUDSON, a body corporate and politic of the State of New Jersey located at 567 Pavonia Avenue, Jersey City, New Jersey 07306 (herein referred to as the "County") and the CITY OF HOBOKEN, located at City Hall, 94 Washington Street, Hoboken, New Jersey 07030 (herein referred to as the "City").

WHEREAS, the County is the owner of various rights of way in the City; and

WHEREAS, by Resolution no. 446-8-2015 dated August 13, 2015, the Board of Chosen Freeholders approved a License Agreement with the City of Hoboken permitting the placement of bike racks and equipment (also known as bike share stations) in and on various County rights of way; and

WHEREAS, Hoboken has petitioned the County to amend the License Agreement to add an additional bike station site to the various County rights of way impacted by this use; and

WHEREAS, the County agrees to amend the License Agreement to include the additional site provided the use of said site is limited to a public purpose; and

NOW THEREFORE, in consideration of the promises and the mutual covenants herein and for other good and valuable consideration, it is stipulated and agreed as follows:

1. The County grants to the City the right to place on the County right of way a bike share station. The County right of way impacted is the eastern end of the new Observer Highway Bike Path more particularly described in the attached plan, Schedule "A".
2. Except as modified by the terms of this Amendment, the License Agreement dated August 26, 2015 shall remain in full force and effect.
3. This Amendment to the License Agreement shall be governed and construed in accordance with the laws of the State of New Jersey. Any legal action for enforcement or any other issue relating to this instrument shall be instituted in the Superior Court of New Jersey located in Hudson County.
4. In the event that either party institutes an action for enforcement of any provision of this Amendment to the License Agreement, then in addition to any other relief, the prevailing party shall be entitled to an award of reasonable attorney fees and costs incurred in the prosecution of any action against the non-prevailing party.
5. The aforesaid recitals are incorporated herein as though fully set forth in length.

IN WITNESS WHEREOF, the parties have caused their respective authorized officers and/or representatives to sign and seal this Amendment to Lease on the day and year first written above.

ATTEST

ALBERTO SANTOS
Clerk to Board of
Hudson County Freeholders

DATED: _____
COUNTY OF HUDSON

BY: _____
ABRAHAM ANTUN
Hudson County Administrator

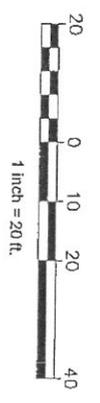
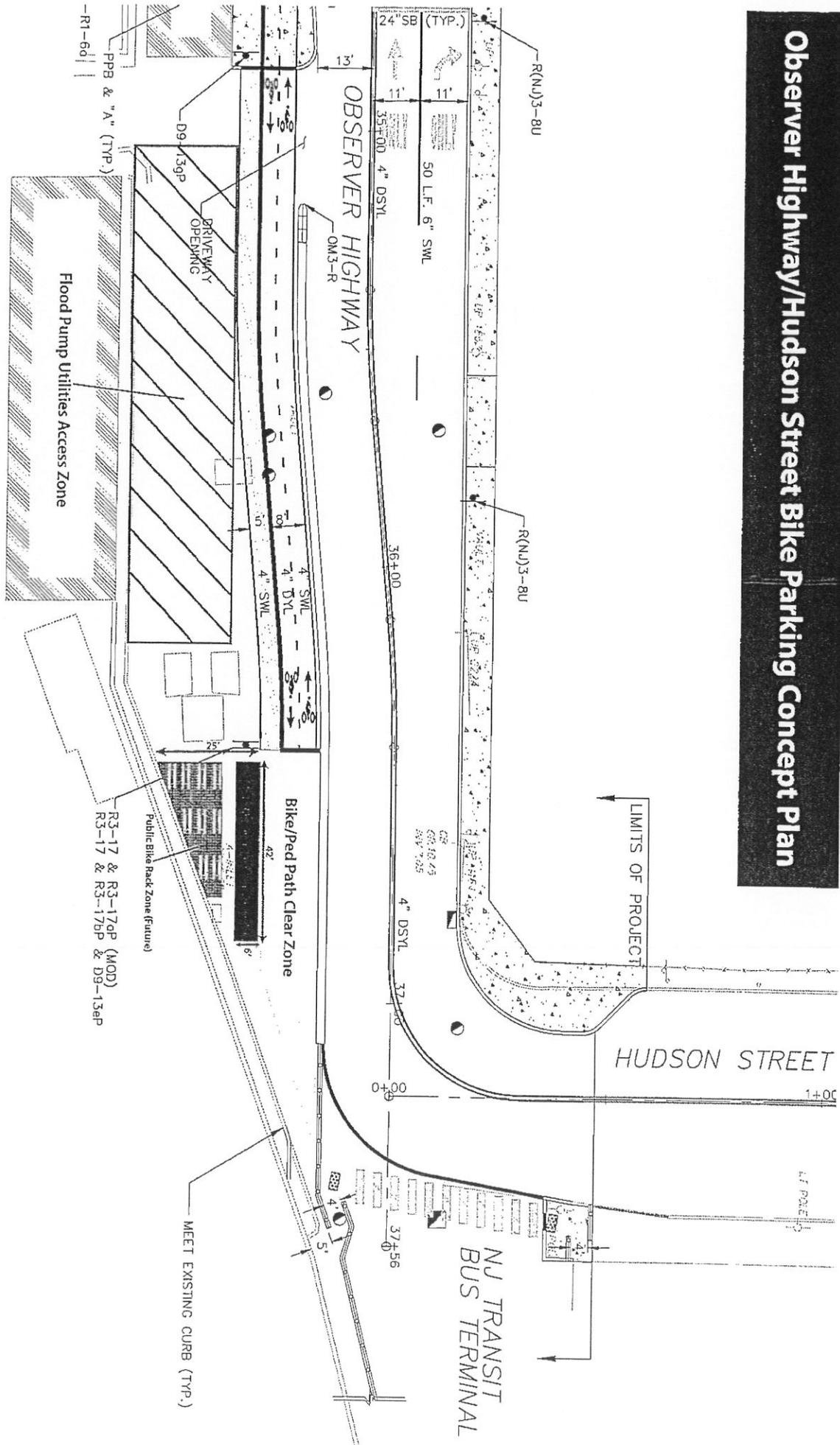
ATTEST

JAMES FARINA
Clerk of City of Hoboken

DATED: _____
CITY OF HOBOKEN

BY: _____
DAWN ZIMMER
Mayor of City of Hoboken

Observer Highway/Hudson Street Bike Parking Concept Plan



Date: April 20, 2016

Introduced By: MD 31
 Second By: Nubaj Nony

**CITY OF HOBOKEN
 RESOLUTION NO. _____**

RESOLUTION REIMBURSING FEES FOR A FILM PERMIT AND RELATED NO PARKING SIGNS ISSUED TO SWEET GENIUS IN THE AMOUNT OF \$103.14 FOR NO PARKING SIGNS AND \$700.00 FOR THE FILM PERMIT

WHEREAS, Sweet Genius requested and paid for a film permit for the City of Hoboken, as well as accompanying no parking signs relating to the film permit; and,

WHEREAS, due to a conflict by the City in the City's activity schedule, Sweet Genius was foreclosed from utilizing their film permit on the date and time they requested and obtained the permit for; and,

WHEREAS, the no parking signs which were requested by Sweet Genius were in direct relation to their utilization of the film permit, so those also need to be reimbursed as a result of the conflict by the City.

NOW THEREFORE BE IT RESOLVED, the City Council authorizes reimbursement of the fees for the film permit (\$700.00) and the no parking signs (\$103.14) to Sweet Genius, and directs the City's CFO to issue a warrant against the City Treasury in favor of Sweet Genius, and no additional authorization of claim is required to said issuance.

Meeting date: June 15, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
 Quentin Wiest
 Business Administrator

Alusia Proko
 Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 15 2016

James J. Sarina
 CITY CLERK

Introduced By: 
Seconded By: 

**CITY OF HOBOKEN
RESOLUTION NO:**

**RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF
AN INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT WITH
LCOR RAIL STATION HOBOKEN REDEVELOPMENT, LLC
INCLUDING PROVISIONS FOR AN ESCROW DEPOSIT TO DEFRAY THE CITY'S
COSTS INCURRED IN THE NEGOTIATION OF A REDEVELOPMENT
AGREEMENT**

WHEREAS (#1), the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS (#2), the City desires that a portion of the land located within the City in an area which has been determined to be an area in need of redevelopment in accordance with the Act, also known as Block 229, Lots 1, and 2, and Block 139, Lots 1.1, 1.2, 1.3, 3, and 4 on the Tax Map of the City of Hoboken, more commonly known as Hoboken Yards (the "Project Site"), be redeveloped in accordance with the Hoboken Yard Redevelopment Plan, dated October 2014 and adopted December 2014 (the "Redevelopment Plan"); and

WHEREAS (#3), NJ Transit Corporation ("NJ Transit") is the current owner of the Project Site; and

WHEREAS (#4) the Redevelopment Plan provides that "any prospective redeveloper seeking designation by the City as a redeveloper of any property which is included in this Redevelopment Plan and is owned by NJ Transit must have entered into, and provided the City with a complete copy of, a binding acquisition agreement between the prospective redeveloper and NJ Transit for the subject property, which acquisition agreement shall govern the

coordination and implementation of site preparation, relocation, demolition and construction on the subject property in accordance with” the Redevelopment Plan; and

WHEREAS (#5), LCOR has entered into and has provided the City with a complete copy of a Master Development Agreement, entitled “Master Development Agreement Between NJ Transit Corp., As Owner, And LCOR Hoboken Rail Station Development LLC, As Master Developer”, (the “Master Development Agreement”) dated October 26, 2005, which has been amended from time to time, with the most recent amendment dated March 18, 2016; and

WHEREAS (#6), pursuant to Section 2.2 of the Master Development Agreement, LCOR “shall have the exclusive right and obligation, at its sole cost and expense, to conduct Private Development” at the Project Site; and

WHEREAS (#7), pursuant to Section 6.1 of the Master Development Agreement LCOR and NJ Transit shall enter into agreements for either the sale or the ground lease of each of the parcels comprising the Project Site; and

WHEREAS (#8) LCOR submitted a Pre-Submission Form to the City of Hoboken in February 2016, seeking to be designated as the Redeveloper of the Project Site (the “Pre-Submission Form”); and

WHEREAS (#9), the Master Development Agreement, as amended on March 18, 2016, provides the executed authorization of New Jersey Transit to submit the Pre-Submission Form to the City; and

WHEREAS (#10), LCOR has also submitted a Description of the Project, containing supplemental information regarding the proposed uses of the Project Site (the “Supplemental Information”), as well as the Master Development Agreement, Exhibits to the Master Development Agreement; and Amendments to the Master Redevelopment Agreement;

(collectively, the “Master Development Agreement Package”, which are on file in the office of the City of Hoboken Director of Community Development,); and

WHEREAS (#11), the Pre-Submission Form, the Supplemental Information, and the Master Development Agreement Package are collectively referred to herein as the “Proposal”; and

WHEREAS (#12), the Proposal provides for the development and/or redevelopment of nine (9) distinct sites along the Hoboken Rail Yards, including four (4) residential/mixed-use sites, and five (5) sites composed of office and commercial space. The Proposal provides for an estimated 1,536,000 square feet of office space, 30,000 square feet of accelerator space, 583,000 square feet of residential space, 129,000 square feet of commercial space, and 23,000 square feet of indoor public space, with 977 parking spaces; acknowledgement that parks/plazas/open space, sustainability, and flood protection requirements will be met; 10% of the dwelling units will be affordable; size and percentage of 3 bedroom units will meet the requirements; and

WHEREAS (#13), the Proposal calls for the conceptual redevelopment of approximately 10.2 acres, consisting of Sites #1 – 8/8A and contemplates the execution of subsequent more detailed redevelopment agreements for each individual phase, which will identify specific details of each particular Site/phase, including, but not limited to (i) specific uses and square footage for each site; (ii) location of common areas, public areas and mechanical spaces; (iii) details of indoor public space/accelerator space/open space requirements, as applicable; (iv) FAR compliance calculations in compliance with the Hoboken Yards Redevelopment Plan with dimensions, height and setbacks shown; (v) architectural and LEED details for the Site for proposed density bonus purposes; (vi) loading areas, facades, access to parking roadway amenities, visual corridors, access to buildings by pedestrians to comply with flood designs,

shadow analysis for that Site; (vii) Proposed features for sustainability, flood damage prevention, storm water and Rebuild by Design coordination; (viii) Transportation Demand Management for the particular Site, including transit, bike lanes and parking, car and bike sharing. (“Subsequent Redevelopment Agreements”); and

WHEREAS (#14), Sites 8 and 8A are both located over the proposed bus terminal and must, therefore, be approved and developed together and must both be the subject of one Subsequent Redevelopment Agreement; and

WHEREAS (#15), Prior to the negotiation of the Subsequent Redevelopment Agreements, the City and LCOR desire to negotiate an “Overarching Redevelopment Agreement” to provide for the identification of certain overarching issues that relate to the redevelopment of the entire Project Site, as set forth herein ; and

WHEREAS (#16), as part of separate negotiations leading to a separate agreement not part of the Overarching Redevelopment Agreement, the City also desires to identify and encourage interim uses of the Terminal and Warrington Plaza, which are authorized by and acceptable to New Jersey Transit; and

WHEREAS (#17), the City shall, during the Interim Period of one-hundred and ninety five (195) days, negotiate exclusively with LCOR with regard to the Proposal for the redevelopment of the Project Site; and

WHEREAS (#18), the City requires that LCOR pay the reasonable costs incurred by the City associated with the review of the Proposal, the negotiation and drafting of an Overarching Redevelopment Agreement, the evaluation of certain issues that relate to the entire Project, and all other costs and expenses related to this matter prior to the execution of an Overarching Redevelopment Agreement, should such an Agreement ultimately be executed, or the

determination by the parties that such an Agreement cannot be executed, should that result occur;
and

WHEREAS (#19), negotiations between the City and LCOR regarding the Overarching Redevelopment Agreement shall address a number of issues to refine the description and issues set forth in the Proposal, including but not limited to the following:

- (i). phasing of the redevelopment of the various Sites and improvements related thereto;
- (ii). required traffic analysis;
- (iii). phasing of roadway improvements;
- (iv). circulation plans throughout the redevelopment plan area, especially at Hudson Place;
- (v). proposed improvements to the Terminal in coordination with redevelopment phasing and as approved by New Jersey Transit;
- (vi). hotel use and other uses to be incorporated into the phasing plan;
- (vii). residential unit sizes;
- (viii). Master Development Agreement between NJ Transit and LCOR regarding issue with Site 7 and how residential/parking will be phased and eventually considered based on the necessity to relocate the MOW building;
- (ix). transit service capacity availability for redevelopment;
- (x). Transportation Demand Management planning;
- (xi). historic preservation plans and phasing;
- (xii). environmental remediation to be completed;
- (xiii). Rebuild By Design coordination;
- (xiv). exclusion of private development air rights over active transportation facilities;
- (xv). identification of Common Site wide infrastructure issues;
- (xvi). submittal to the City of environmental, and certain other reports and studies.

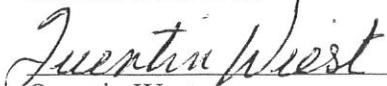
WHEREAS (#20), accordingly, the City has prepared a form of Interim Cost and Conditional Designation Agreement, a copy of which is attached hereto as **Exhibit A**, whereby LCOR would pay the reasonable costs incurred by the City in reviewing and evaluating the Proposal, negotiating and drafting an Overarching Redevelopment Agreement (should a Redevelopment Agreement ultimately be executed), and all other costs and expenses related to this matter, prior to either the execution of a Redevelopment Agreement or a determination by the City that a Redevelopment Agreement cannot be executed, as the case may be; and

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Hoboken as follows:

1. The Mayor is hereby authorized to execute an Interim Cost and Conditional Designation Agreement between the City of Hoboken and LCOR, in a form substantially as that attached hereto as **Exhibit A**.
2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.
3. This Resolution shall be effective immediately.

Meeting date: _____

REVIEWED BY:

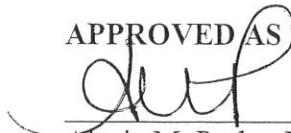


Quentin West
Business Administrator

APPROVED:

Quentin West
Business Administrator

APPROVED AS TO FORM:



Alysia M. Proko, Esq.
Interim Corporation Counsel

APPROVED AS TO FORM:

Alysia M. Proko, Esq.
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Reuben Ramos Jr.	/			
Michael Russo	/			
Jen Giattino, Council President				

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUN 15 2016

James J. Sarena

CITY CLERK

EXHIBIT A
FORM OF INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

DATE: June 10, 2016

TO: Hoboken City Council

CC: Mayor Dawn Zimmer
Quentin Wiest, Business Administrator
Joe Maraziti, Maraziti Falcon, LLP, Special Redevelopment Counsel
Alysia Proko, Interim Corporation Counsel

FROM: Brandy Forbes, Community Development Director *BF*

RE: LCOR Hoboken Rail Station Development LLC Pre-Submission Review and Recommendation for Interim Cost and Conditional Designation Agreement

On February 12, 2016, LCOR Hoboken Rail Station Development LLC ("LCOR") submitted their Pre-Submission Application to my office requesting that they be considered as designated redeveloper for the Hoboken Yards Redevelopment Plan area. On March 23, 2016 I received the executed authorization from New Jersey Transit for LCOR to submit such application.

Corporation Counsel's office has since conducted a pay to play compliance review of both the developer LCOR and their proposed professionals and it has been determined that there are no conflicts. My department conducted a thorough review of the Pre-Submission Application documents and compared the proposal to the Hoboken Yard Redevelopment Plan dated October 2014 to determine how the proposed project complies/deviates from the redevelopment plan.

Due to the fact that LCOR's application covers the entirety of the Hoboken Yards Redevelopment Plan area and there would need to be phasing for the development of the individual sites, at this time the expectation is that there will first be negotiated an overarching redevelopment agreement for the full site, with subsequent, more detailed redevelopment agreements for each individual phase. The overarching redevelopment agreement for the full redevelopment area is to spell out the phasing, intentions for planning (for example, traffic analysis), and next steps.

Each individual phase's subsequent redevelopment agreement would then have specific details of the particular site being considered, including such items as:

- Specific uses for the site and square footage of each.

- Location of common areas, public areas, and mechanical spaces.
- Details of indoor public space/accelerator space/open space requirements as applicable.
- FAR compliance calculations in compliance with the Hoboken Yards Redevelopment Plan with dimensions, height and setbacks shown.
- Architectural and LEED details for the sites for proposed density bonus purposes.
- Loading areas, facades, access to parking, roadway amenities, visual corridors, access to buildings by pedestrians to comply with flood designs, and shadow analysis for that site/phase.
- Proposed features for sustainability, flood damage prevention, stormwater, and Rebuild By Design coordination.
- Transportation Demand Management for the particular site, including transit, bike lanes and parking, car sharing, and bike sharing.

The Pre-Submission Application that has been submitted certainly does not have the specific details of the buildings, circulation, open space provisions, etc. Again, that more detailed information is expected for the negotiation of redevelopment agreements that will be required for the individual phases. As such, the overarching redevelopment agreement will not specifically authorize the construction of any phase or site, but rather is the framework for how and when the individual phases will be considered. The overarching redevelopment agreement may include provisions for some interim uses, but will not directly authorize any permanent redevelopment.

Per the review of my department, the Pre-Submission Application at this time does not conflict with the Hoboken Yards Redevelopment Plan, although there are certainly items we would like more clarification on in negotiating an overarching redevelopment agreement. Thus, it is my recommendation, and the Mayor has agreed, that the City move forward with an Interim Cost and Conditional Designation Agreement between the City of Hoboken and LCOR to initiate the negotiation process of the overarching redevelopment agreement. The City Council South Subcommittee discussed this at their meeting earlier this week and suggested moving this forward, as well.

The Interim Cost and Conditional Designation Agreement is on the agenda for consideration at the June 15, 2016 City Council meeting. The specific items we have addressed in this agreement as items to be considered negotiated in more detail include, but are not limited to, the following:

- Proposed phasing of not only which sites, but what improvements.
- Required traffic analysis and the consideration of phasing roadway improvements
- Circulation plans throughout the redevelopment plan area, especially at Hudson Place.
- Proposed improvements to the terminal in coordination with redevelopment phasing.
- Interim uses at the Hoboken Terminal and Warrington Plaza to showcase the benefits of redevelopment in this area (noted that this will be negotiated in a separate agreement than the actual redevelopment agreement).
- Hotel use and other uses that are incorporated into the phasing plan.
- Residential unit sizes.
- Master Development Agreement between NJ Transit and LCOR issue with Site 7 and how residential will be phased and eventually considered based on the necessity to relocate the MOW building.
- Transit service capacity availability for redevelopment.
- Transportation Demand Management planning.
- Historic preservation plans and phasing.
- Environmental remediation to be completed.
- Rebuild By Design coordination.

If you have any questions regarding this agenda item, please let Business Administrator Quentin Wiest know so that we may address such in advance of the meeting.

INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT

BY AND BETWEEN

THE CITY OF HOBOKEN AND

LCOR HOBOKEN RAIL STATION REDEVELOPMENT, LLC

THIS AGREEMENT dated as of _____, 2016, by and between the CITY OF HOBOKEN, (the "City"), having offices at 94 Washington Street, Hoboken, New Jersey 07030, acting pursuant to the provisions of the Local Redevelopment and Housing Law, and LCOR HOBOKEN RAIL STATION REDEVELOPMENT, LLC, ("LCOR") a Delaware Limited Liability Company authorized to do business in the State of New Jersey, with offices at 1 Penn Plaza, Suite 1801, New York, New York 10119.

WITNESSETH

WHEREAS (#1), the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS (#2), the City desires that a portion of the land located within the City in an area which has been determined to be an area in need of redevelopment in accordance with the Act, also known as Block 229, Lots 1 and 2, and Block 139, Lots 1.1, 1.2, 1.3, 3 and 4 on the Tax Map of the City of Hoboken, also known as Hoboken Yards (the "Project Site"), be redeveloped in accordance with the Hoboken Yard Redevelopment Plan dated October 2014, adopted December 2014, (the "Redevelopment Plan"); and

WHEREAS (#3), New Jersey Transit Corporation ("NJ Transit") is the current owner of the Project Site; and

WHEREAS (#4) the Redevelopment Plan provides that “any prospective redeveloper seeking designation by the City as a redeveloper of any property which is included in this Redevelopment Plan and is owned by NJ Transit must have entered into, and provided the City with a complete copy of, a binding acquisition agreement between the prospective redeveloper and NJ Transit for the subject property, which acquisition agreement shall govern the coordination and implementation of site preparation, relocation, demolition and construction on the subject property in accordance with” the Redevelopment Plan; and

WHEREAS (#5), LCOR has entered into and has provided the City with a complete copy of a Master Development Agreement, entitled “Master Development Agreement Between NJ Transit Corp., As Owner, And LCOR Hoboken Rail Station Development LLC, As Master Developer”, (the “Master Development Agreement”) dated October 26, 2005, which has been amended from time to time, with the most recent amendment dated March 18, 2016; and

WHEREAS (#6), pursuant to Section 2.2 of the Master Development Agreement, LCOR “shall have the exclusive right and obligation, at its sole cost and expense, to conduct Private Development” at the Project Site; and

WHEREAS (#7), pursuant to Section 6.1 of the Master Development Agreement LCOR and NJ Transit shall enter into agreements for either the sale or the ground lease of each of the parcels comprising the Project Site; and

WHEREAS (#8) LCOR submitted a Pre-Submission Form to the City of Hoboken in February 2016, a copy of which is attached hereto as **Exhibit A**, seeking to be designated as the Redeveloper of the Project Site (the “Pre-Submission Form”); and

WHEREAS (#9), the Master Development Agreement, as amended on March 18, 2016, provides the executed authorization of New Jersey Transit to submit the Pre-Submission Form to the City; and.

WHEREAS (#10), LCOR has also submitted a Description of the Project, containing supplemental information regarding the proposed uses of the Project Site, which is attached hereto as **Exhibit B** (the “Supplemental Information”), as well as the Master Development Agreement, Exhibits to the Master Development Agreement; and Amendments to the Master Redevelopment Agreement; (collectively, the “Master Development Agreement Package”, which are on file in the office of the City of Hoboken Director of Community Development,); and

WHEREAS (#11), the Pre-Submission Form, the Supplemental Information, and the Master Development Agreement Package are collectively referred to herein as the "Proposal;" and

WHEREAS (#12), the Proposal provides for the development and/or redevelopment of nine (9) distinct sites along the Hoboken Rail Yards, including four (4) residential/mixed-use sites, and five (5) sites composed of office and commercial space. The Proposal provides for an estimated 1,536,000 square feet of office space, 30,000 square feet of accelerator space, 583,000 square feet of residential space, 129,000 square feet of commercial space, and 23,000 square feet of indoor public space, with 977 parking spaces; acknowledgement that parks/plazas/open space, sustainability, and flood protection requirements will be met; 10% of the dwelling units will be affordable; size and percentage of 3 bedroom units will meet the requirements; and

WHEREAS (#13), the Proposal calls for the conceptual redevelopment of approximately 10.2 acres, consisting of Sites #1 – 8/8A and contemplates the execution of subsequent more detailed redevelopment agreements for each individual phase, which will identify specific details of each particular Site/phase, including, but not limited to (i) specific uses and square footage for each site; (ii) location of common areas, public areas and mechanical spaces; (iii) details of indoor public space/accelerator space/open space requirements, as applicable; (iv) FAR compliance calculations in compliance with the Hoboken Yards

Redevelopment Plan with dimensions, height and setbacks shown; (v) architectural and LEED details for the Site for proposed density bonus purposes; (vi) loading areas, facades, access to parking roadway amenities, visual corridors, access to buildings by pedestrians to comply with flood designs, shadow analysis for that Site; (vii) Proposed features for sustainability, flood damage prevention, storm water and Rebuild by Design coordination; (viii) Transportation Demand Management for the particular Site, including transit, bike lanes and parking, car and bike sharing. (“Subsequent Redevelopment Agreements”); and

WHEREAS (#14), Sites 8 and 8A are both located over the proposed bus terminal and must, therefore, be approved and developed together and must both be the subject of one Subsequent Redevelopment Agreement; and

WHEREAS (#15), Prior to the negotiation of the Subsequent Redevelopment Agreements, the City and LCOR desire to negotiate an "Overarching Redevelopment Agreement" to provide for the identification of certain overarching issues that relate to the redevelopment of the entire Project Site, as set forth herein ; and

WHEREAS (#16), as part of separate negotiations leading to a separate agreement, not part of the Overarching Redevelopment Agreement, the City also desires to identify and encourage interim uses of the Terminal and Warrington Plaza, which are authorized by and acceptable to New Jersey Transit ; and

WHEREAS (#17), the City shall, during the Interim Period, as that term is defined herein, negotiate exclusively with LCOR with regard to the Proposal for the redevelopment of the Project Site; and

WHEREAS (#18), the City requires that LCOR pay the reasonable costs incurred by the City associated with the review of the Proposal, the negotiation and drafting of an Overarching Redevelopment Agreement, the evaluation of certain issues that relate to the entire Project, and

all other costs and expenses related to this matter prior to the execution of an Overarching Redevelopment Agreement, should such an Agreement ultimately be executed, or the determination by the parties that such an Agreement cannot be executed, should that result occur.

NOW, THEREFORE, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

1. **Conditional Designation.** Upon the complete execution of this Agreement, LCOR, as authorized by NJ Transit, shall be designated as the conditional redeveloper of the Project Site, on the express and absolute condition that the parties shall successfully negotiate all the issues identified herein and execute an Overarching Redevelopment Agreement within the time frame set forth herein. The parties acknowledge that the redevelopment of the entire Project Site shall be pursuant to the terms of the Overarching Redevelopment Agreement and such Subsequent Redevelopment Agreements as may be negotiated from time to time, as appropriate to accomplish the redevelopment of the entire Project Site. In the event that the parties are unable to reach agreement on the terms of an Overarching Redevelopment Agreement, this Interim Cost and Conditional Designation Agreement shall be terminated and the designation set forth herein shall be automatically terminated.

2. **Interim Period.** The Interim Period (the “Interim Period”) shall be the 195-day period that commences on the date of the full execution of this Agreement, during which time the City agrees to negotiate exclusively with LCOR toward the execution of an Overarching Redevelopment Agreement, which shall include all the terms and conditions, schedules, and financial arrangements between the City and LCOR as more specifically

identified below in Paragraph 4, Scope of Overarching Redevelopment Agreement. The Interim Period may be extended by the parties, so long as LCOR is diligently negotiating the items set forth in Paragraph 4 hereof in good faith. During the Interim Period, or during any extension of such Interim Period, either party may, cease negotiations and terminate this Interim Cost and Conditional Designation Agreement if the other party is not diligently negotiating in good faith. In the event that this Agreement is terminated, then neither party hereto shall be bound by any further obligations hereunder to the other, except as may exist under Paragraph 3, Payment of Interim Costs herein. LCOR agrees that in the event the parties continue negotiations following the expiration of the 195-day Interim Period, all costs incurred by the City related to such additional negotiations shall be included in the definition of Interim Costs as set forth herein and shall be paid by LCOR.

3. **Payment of Interim Costs.**

LCOR shall pay or reimburse the City, as applicable, all reasonable costs incurred by the City associated with any issues or tasks related to or arising out of the designation of LCOR as the Conditional Redeveloper of the Project Site, the consideration and review of the Proposal, and the drafting and negotiation of the Overarching Redevelopment Agreement, and all other costs, fees and expenses incurred by the City in connection with the Proposal, which have been incurred by the City since or about February 12, 2016, which costs do not exceed \$10,000.00 which is the date of filing of the Pre-Submission form, as same is specifically set forth herein, and which shall continue to be incurred prior to the execution of a Redevelopment Agreement or the termination of the Interim Period or any extension thereof, in accordance with the terms hereof, without the execution of the Overarching Redevelopment Agreement, as applicable.

A. **Definition of Interim Costs:** "Interim Costs" shall include, but not be limited to, all reasonable costs incurred by the City in connection with, related to or arising out of the

designation of LCOR as the Conditional Redeveloper of the Project Site, the consideration of the Proposal submitted by LCOR, the review of any additional information provided by LCOR, the drafting and negotiation of the Overarching Redevelopment Agreement, time expended by any staff of the City (“Staff Time”), as same is specifically set forth herein, and professional fees charged by any legal or engineering consultant, contractor or vendor retained by the City in connection with same. LCOR shall reimburse all Interim Costs incurred by the City, even if any Redevelopment Agreement between the City and LCOR is not executed for any reason. LCOR further agrees that in the event the Parties continue negotiations following the expiration of the Interim Period, all Interim Costs incurred by the City shall be included in the definition of “Interim Costs” and shall be reimbursed by LCOR in the same manner as Interim Costs. Notwithstanding anything contained in this Paragraph 3.A to the contrary, Staff Time shall be charged at the then prevailing hourly rate of the staff person assigned to the matter.

B. Deposit of Project Funds: Within ten (10) days after the full execution of this Agreement, LCOR shall pay Fifty Thousand Dollars (\$50,000.00) (“Project Funds”) to the City to be maintained in a separate account by the City and to be drawn down upon by the City to cover Interim Costs as defined herein. The City shall provide LCOR with invoice(s) setting forth the costs incurred by the City which have been drawn down from the Project Funds. Within fifteen (15) days of the receipt by LCOR of written notice from the City that the amount of Project Funds has decreased to Fifteen Thousand Dollars (\$15,000.00), LCOR shall promptly replenish the Project Funds to the amount of \$50,000.00. If the costs incurred by the City exceed the amount of the Project Funds, LCOR agrees to pay such costs within fifteen (15) days written notice from the City stating that such costs are due. In the event that payment is not made, the City reserves the right to cease negotiation of the Redevelopment Agreement until such time as payment is made in full. In the event that an Overarching Redevelopment Agreement is

ultimately executed by the parties, any remaining Project Funds shall be retained on deposit with the City to cover any additional Interim Costs incurred by the City and to cover any costs incurred by the City pursuant to the terms of the Overarching Redevelopment Agreement, which Overarching Redevelopment Agreement shall contain a provision providing for the payment of such costs.

C. Termination: In the event that an Overarching Redevelopment Agreement is not ultimately executed and this Interim Cost and Conditional Designation Agreement is terminated, the City shall draw down upon the Project Funds in order to pay all invoices for Interim Costs incurred up to the termination. Within thirty (30) days from the date of termination, the City shall return all remaining Project Funds to LCOR.

4. Scope of Overarching Redevelopment Agreement. The City has reviewed the Pre-Submission Form and the parties have had preliminary discussions regarding the scope of the project to be covered by an Overarching Redevelopment Agreement. The parties agree that the description set forth in the Pre-Submission Form shall provide the conceptual basis for the negotiation of an Overarching Redevelopment Agreement. The parties further agree that they are not limited by the description of the Project set forth in the Pre-Submission Form and that the Pre-Submission Form does not contain an exhaustive list of all terms, conditions and obligations to be included in the Overarching Redevelopment Agreement.

The negotiations shall address a number of issues to refine the description and issues set forth in the Proposal, including but not limited to the following:

- (i). phasing of the redevelopment of the various Sites and improvements related thereto;
- (ii). required traffic analysis;
- (iii). phasing of roadway improvements;
- (iv). circulation plans throughout the redevelopment plan area, especially at Hudson Place;

- (v). proposed improvements to the Terminal in coordination with redevelopment phasing and as approved by New Jersey Transit;
- (vi). hotel use and other uses to be incorporated into the phasing plan;
- (vii). residential unit sizes;
- (viii). Master Development Agreement between NJ Transit and LCOR regarding issue with Site 7 and how residential/parking will be phased and eventually considered based on the necessity to relocate the MOW building;
- (ix). transit service capacity availability for redevelopment;
- (x). Transportation Demand Management planning;
- (xi). historic preservation plans and phasing;
- (xii). environmental remediation to be completed;
- (xiii). Rebuild By Design coordination;
- (xiv). exclusion of private development air rights over active transportation facilities;
- (xv). identification of Common Site wide infrastructure issues;
- (xvi). submittal to the City of environmental, and certain other reports and studies.

5. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

**LCOR HOBOKEN RAIL STATION
REDEVELOPMENT, LLC**

By LCOR Property Company II LLC,
Managing Member

Attest:

By:

Name:

Title:

CITY OF HOBOKEN

Attest:

By:

Dawn Zimmer

Mayor, City of Hoboken

**EXHIBIT A
PRE-SUBMISSION FORM**

EXHIBIT B
SUPPLEMENTAL INFORMATION

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

I CERTIFY that on _____, 2016, James J. Farina, RMC,
personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the City of Hoboken, named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper
City of Hoboken official who is Dawn Zimmer, Mayor;
- (c) this document was signed and delivered by the City of Hoboken as its voluntary
act duly authorized by a proper resolution of the City of Hoboken; and
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me
on _____, 2016.

Notary Public

CITY OF HOBOKEN PRE-SUBMISSION FORM

REQUEST FOR DESIGNATION AS REDEVELOPER

All Applicants to the City must complete the following form in its entirety and submit one (1) original and four (4) copies and one (1) electronic copy via cd-rom or thumb drive of the form including full sets of any and all required attachments, exhibits, site plans, disclosure forms, or other such documentation as may be required, to the City of Hoboken Director of Community Development, City Hall, 94 Washington Street, Hoboken, New Jersey 07030. The City retains the right to reject any application or part thereof for any reason, in its sole discretion. All submissions made to the City shall become property of the City and shall not be returned to the Applicant. Applicants shall submit applications at their sole cost and expense.

I. APPLICANT INFORMATION

Name: LCOR Hoboken Rail Station Redevelopment LLC
Address: One Penn Plaza, Suite 1801, New York, New York 10119
Attention: James M. Driscoll
Telephone: 212-760-0060 Fax: 212-760-0891
Email: jdriscoll@lcor.com

If the Applicant is a Corporation, LLC, or LLP, the names of all shareholders with an interest of ten percent (10%) or greater must be disclosed and attached hereto as **Exhibit A**.

II. SUBJECT PROPERTY / SITE INFORMATION

A. Site Identification. (If the Project Site consists of more than one property, please provide full descriptions of each property on separate sheets of paper.)

Block: 229 Lot: 1 Address: Hoboken
2 Address: Hoboken
Block: 139 Lot: 4 Address: Hoboken
Tract One n/f Transport of New Jersey DB392 PG684
DB442PG483

Block: 139 Lot: 1.1,
1.2
1.3 Address: Hoboken
Block: 19 Lot: A-5, A-6, & A-9 Address: Jersey City
Tract Two n/f State of New Jersey DB3435 PG455

Block: 139 Lot: 3 Address: Hoboken
Block: 139 Lot: 4 Address: Hoboken
Tract Three n/f State of New Jersey DB3308 PG474

- B. Site Dimensions: _____ Area (sq. ft.): 1,423,473 SF or 32.678 AC
& Potential Available Property of 111,968 or 2.78AC.
See attached Section II (Exhibit 3.6 Map of Available Property and Potential Available
Property)
- C. Redevelopment Area: Hoboken Terminal & Yard Redevelopment Area
- D. Description of existing structure(s): Structures for Transit operations including Terminal
- E. Description of present use: Rail, Bus & Ferry Transit Hub

III. RELATIONSHIP OF APPLICANT TO THE PROJECT SITE

Owner: NJTransit (Agency of the State of New Jersey)
Owner is an entity, the names of all shareholders with an interest of ten percent (10%) or
greater must be disclosed and attached hereto as **Exhibit A**.

Contract Purchaser: LCOR Hoboken Rail Station Redevelopment which is a wholly
owned subsidiary of LCOR Property Company II LLC
Attach full copy of current Contract with New Jersey Transit per the requirements of the
Hoboken Yards Redevelopment Plan, adopted December 16, 2014.

Other (please specify): _____

IV. APPLICANT PROFESSIONALS (as applicable)

- A. **Attorney:** Kevin J. Moore, Esq., **Sills Cummis & Gross**

Address: 600 College Road, Princeton, New Jersey 10178

Telephone: 609-227-4600 Fax: 609-224-4646

Email: kmoore@sillscummis.com

B. **Architect:** Kristopher Jon Takacs, AIA, **Skidmore Owings & Merrill**

C.

Address: 14 Wall Street, New York, New York 10005

Telephone: 212-298-9300 Fax: 212-298-9500

Email: Kristopher.Takacs@som.com

D. **Engineer:** TBD

Address: _____

Telephone: _____ Fax: _____

Email: _____

Planner: Kristopher Jon Takacs, AIA, **Skidmore Owings & Merrill**

Address: 14 Wall Street, New York, New York 10005

Telephone: 212-298-9300 Fax: 212-298-9500

Email: Kristopher.Takacs@som.com

E. **Environmental Consultant.** TBD

Address: _____

Telephone: _____ Fax: _____

Email: _____

V. **REASON FOR APPLICATION / PURPOSE**

Please describe, in as much detail as possible, the reasons for the application:

Please see Section II –Page 2-Introduction

VI. **DESCRIPTION OF PROPOSED PROJECT –**

Please see Section II-Conceptual Plans & Elevations Section – Pages 4-13

- A. Proposed Use(s): _____
- B. Proposed Setbacks:
 Front _____ Side 1 _____ Side 2 _____ Rear Yard _____
- C. Proposed Building(s):
 Bldg. Ht. (feet) _____ Bldg. Ht. (stories) _____
 Bldg. Ht. (feet) _____ Bldg. Ht. (stories) _____
 Bldg. Ht. (feet) _____ Bldg. Ht. (stories) _____
- D. Proposed Lot Coverage: _____
- E. Proposed Number of Residential Units:
 Market Rate: _____
 Affordable: _____
 Low Income: _____
- F. Proposed Commercial / Office Area (sq. ft.): _____
- G. Proposed Commercial / Retail Area (sq. ft.): _____
- H. Accessory Parking (# spaces): _____
- I. Public Parking (# spaces): _____
- J. Proposed Schedule for Construction / Completion: _____

VII. PUBLIC BENEFITS AND AMENITIES –

Please see Section II- Page 14

- A. Open Space: _____

- B. Public Space: _____

- C. Jobs Created: 6,580 On Site Permanent Jobs
- D Other:
 List of any judgments, liens on property, bankruptcy or other relevant materials regarding applicant and/or property. Please note that if conditional designation is granted, the City of Hoboken will conduct a background check performed by Westlaw or equivalent.

There are no judgments, liens or bankruptcies against the Applicant. Further, a judgment and lien search against the Property conducted at the Applicant's request revealed no bankruptcy proceedings, judgments or liens against the Property, but did show that Block 229, Lot 1 was subject to 1991, 1994, 1997 Certificates of Tax Sale which are invalid since the property is state-owned tax exempt land. Similarly, Block 139, Lot 1.1 was subject to a 2004 Certificate of Tax Sale which is invalid since the property is state-owned tax exempt land. Finally, Block 139, Lot 4 was subject to a 2006 Certificate of Tax Sale which is invalid since the property is state-owned tax exempt land.

VIII. REQUIRED SUBMISSIONS

1. Contribution Disclosure Statement (mandatory)
 2. Stockholder Disclosure Statement (mandatory)
 3. W-9 Form (Found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
 4. Description of Applicant Qualifications
 - a. List of prior experience
 - b. References
 - c. Description of project team members and qualifications
 - d. Demonstration of financial qualifications
 - e. List of any judgments, liens on property, bankruptcy or other relevant materials regarding applicant and/or property. Please note that if conditional designation is granted, the City of Hoboken will conduct a background check performed by Westlaw or equivalent.
 5. Description of Project –See Section II
 - a. Use
 - b. Building number and size
 - c. Parking
 - d. Estimated number of residents and employees
 - e. Public benefits and amenities, such as open space
 - f. Method for addressing any affordable housing requirements
 - g. Proposed method of financing
 6. Project Site Survey - Showing spot elevations – See Section II
 7. Description of Property – List any easements or encumbrances on the property
 - a. List of any judgments, liens on property, bankruptcy or other relevant materials regarding applicant and/or property. Please note that if conditional designation is granted, the City of Hoboken will conduct a background check performed by Westlaw or equivalent.
- There are no judgments, liens or bankruptcies against the Applicant. Further, the property is not subject to any bankruptcy proceedings. The Applicant will provide a list judgments and/or liens against the property or a confirmation that there are none upon the Applicant's receipt of its pending title search (the "Title Search") of the property.
8. Architectural Plans and Drawings –See Section II
 - a. Site Plan
 - b. Elevations
 - c. Location map within Redevelopment Area

9. Proposed Schedule for Construction
10. Description of any proposed amendments to the Redevelopment Plan and the reasons therefore. (Please note that the City's designation of an Applicant as a redeveloper shall not be deemed approval of any amendments to a Redevelopment Plan)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Company Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Sole Member of Limited Liability Company

Name: LCOR Property Company II LLC Name: _____

Home Address: One Penn Plaza, Suite 1801 Home Address: _____
New York, New York, 10119

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Subscribed and sworn before me this ___ day of _____ _____

(Notary Public)

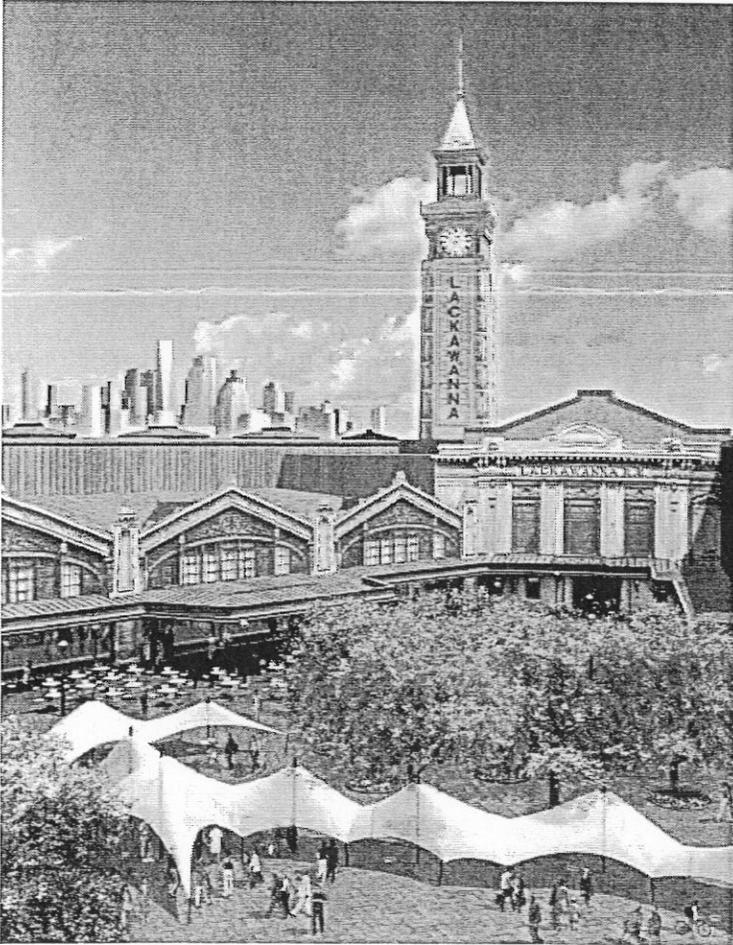
(Affiant)

My Commission Expires:

James M. Driscoll, Senior Vice President
(Print name and title of affiant)

(Corporate Seal)

II.. Subject Property/Site Information



**Application and Proposal of
LCOR Hoboken Rail Station
Redevelopment LLC
to be Designated Redeveloper of
the Hoboken Terminal and Yards**

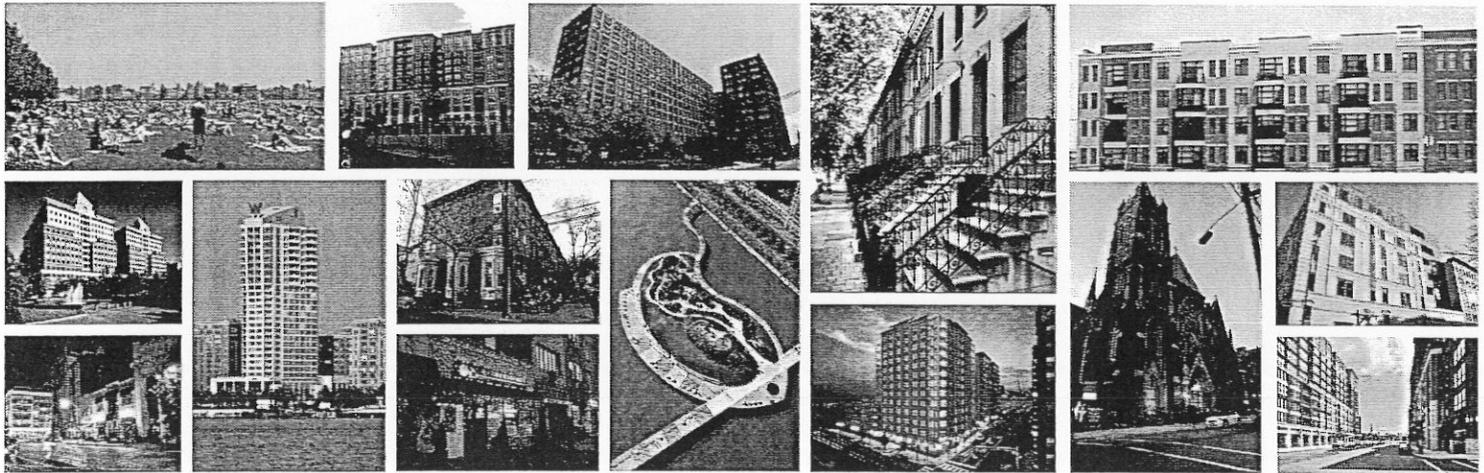


Introduction

This submission by LCOR Hoboken Rail Station Development LLC is made without prejudice to the position of NJ Transit Corp. ("NJT") as set forth in numbered paragraph 10 of the December 2, 2014 letter to the Honorable Dawn Zimmer from John Leon of NJT ("NJT Letter"). The proposed concept plans set forth herein were prepared to demonstrate a design approach and conceptual development strategy in compliance with the Hoboken Redevelopment Plan, dated October 2014, adopted by the City of Hoboken Council on December 16, 2014 ("the development Plan").

The plan provides a redevelopment blueprint for the Hoboken Terminal and Yards, an area designated by the City in need of redevelopment. It will become an achievable and economically sustainable revenue generator for all stakeholders while being consistent with the urban character of Hoboken and utilizing 21st Century technologies, enhancing quality of life for residents and visitors, and expanding the marketplace for local and regional businesses.

The conceptual plans and massings herein show a "test fit" of the allowable program (totaling 2.3 million square feet) within the allowable zoning envelope, while accommodating requirements for public space, parking, and transportation functions. It is not a "design" per se, but rather one way of laying out the site that complies with the requirements of the Redevelopment Plan. It will be refined, adjusted, and ultimately designed as part of the future Redevelopment Agreement subject to NJT's core operational functions, its rights, responsibilities and privileges under the Public Transportation Act ("the Act") and its comments set forth in the numbered paragraphs 1-6 of the NJT Letter.



Community Planning Principles

The planning and design principles articulated in the Redevelopment Plan, as set forth on this page 3, serve as the basis of design for the development team as do NJT's core operational functions, its rights, responsibilities and privileges under the Public Transportation Act ("the Act") and its comments set forth in the numbered paragraphs 1-6 of the NJT Letter.

Development Program and Uses

- Provide office uses within a walking distance of the Terminal to reduce parking need for office employees.
- Encourage mixed uses with substantial ground level activity to create a vibrant, pedestrian-oriented development.
- Create new public space and pedestrian plazas as focal points within the redevelopment, with community and cultural facilities grouped around them for active pedestrian use.
- Encourage adaptive re-use of historic buildings, such as the mezzanine floor of the Ferry Terminal and the Records Building.
- Encourage the continued use of historic and/or noteworthy buildings, structures, objects, and sites and facilitate their appropriate reuse.
- Encourage the redevelopment of two Piers south of Ferry Terminal.
- Encourage notable and progressive architecture.

Sustainable Development

- Maximize use of open space as an essential component of a comprehensive green infrastructure system.
- Encourage construction of sustainable building design using the existing green building standard, such as USGBC's LEED and/or Living Building Challenge.
- Emphasize the need for flood remediation features in green building design.
- Encourage the use of high-quality building materials to minimize noise and other quality of life impacting factors; to create Grade A office spaces; and to minimize transient-prone residential spaces.
- Encourage the conservation and efficient use of natural resources; consideration of renewable energy systems; and conservation and reuse of water resources.

- Encourage district scale sustainability measures such as central utility corridors or increasing efficiencies of scale to conserve natural resources.

Building Heights / Bulk

- Provide variations in building height throughout the Redevelopment Area.
- Provide building setbacks to avoid a canyon effect at street level.
- Encourage architecture and building features that will maximize air and light and create an open, pedestrian friendly street-level environment.
- Provide perpendicular orientation of taller buildings to Observer Boulevard to avoid year-round shadows for buildings north of the street.
- Keep residential within current development levels in Hoboken.

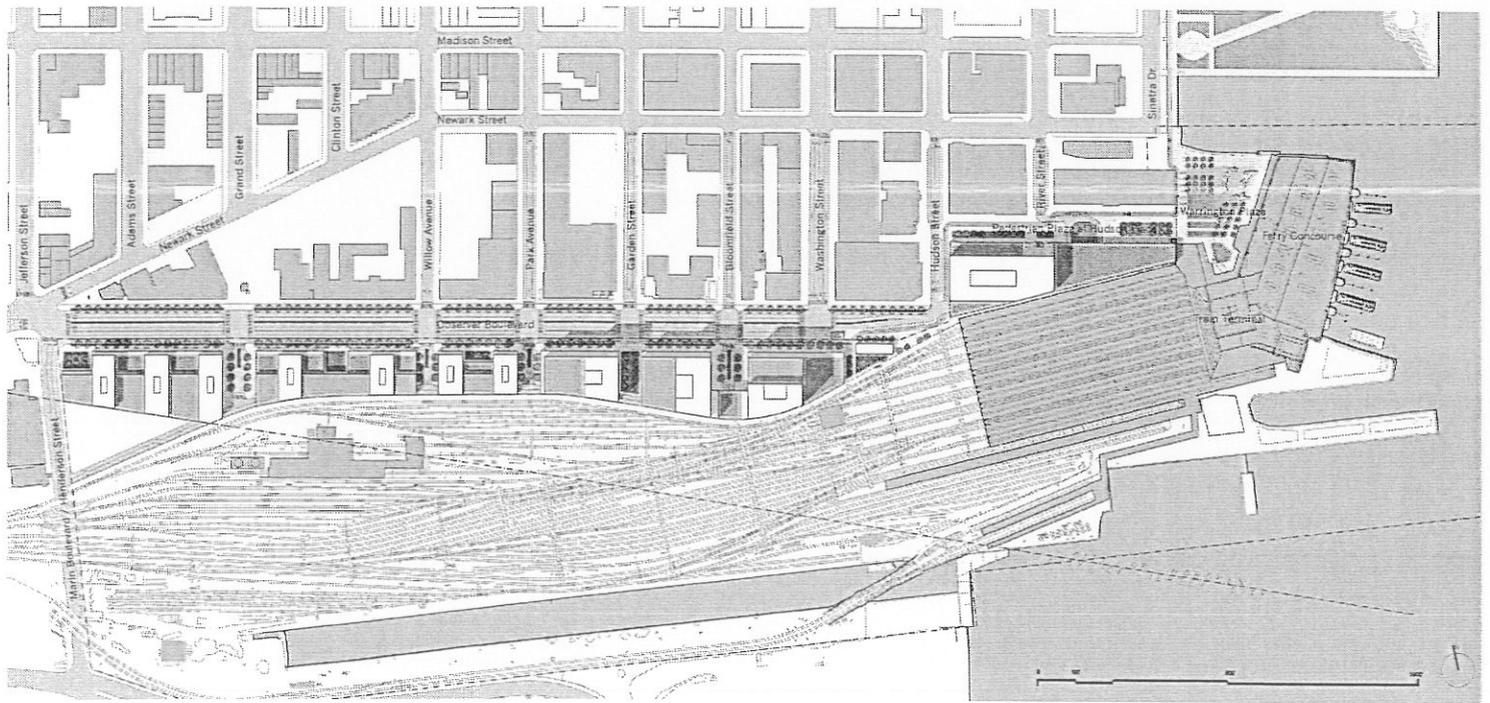
Circulation and Parking

- Minimize the need for parking through low parking ratios and designs for a walkable, intermodal area.
- Minimize the impact of parking areas by using multiple-block parking decks for greater efficiency and opportunities for shared parking.
- Encourage designs to create a better place for pedestrians, bicyclists and transit riders, while improving conditions for those who drive.

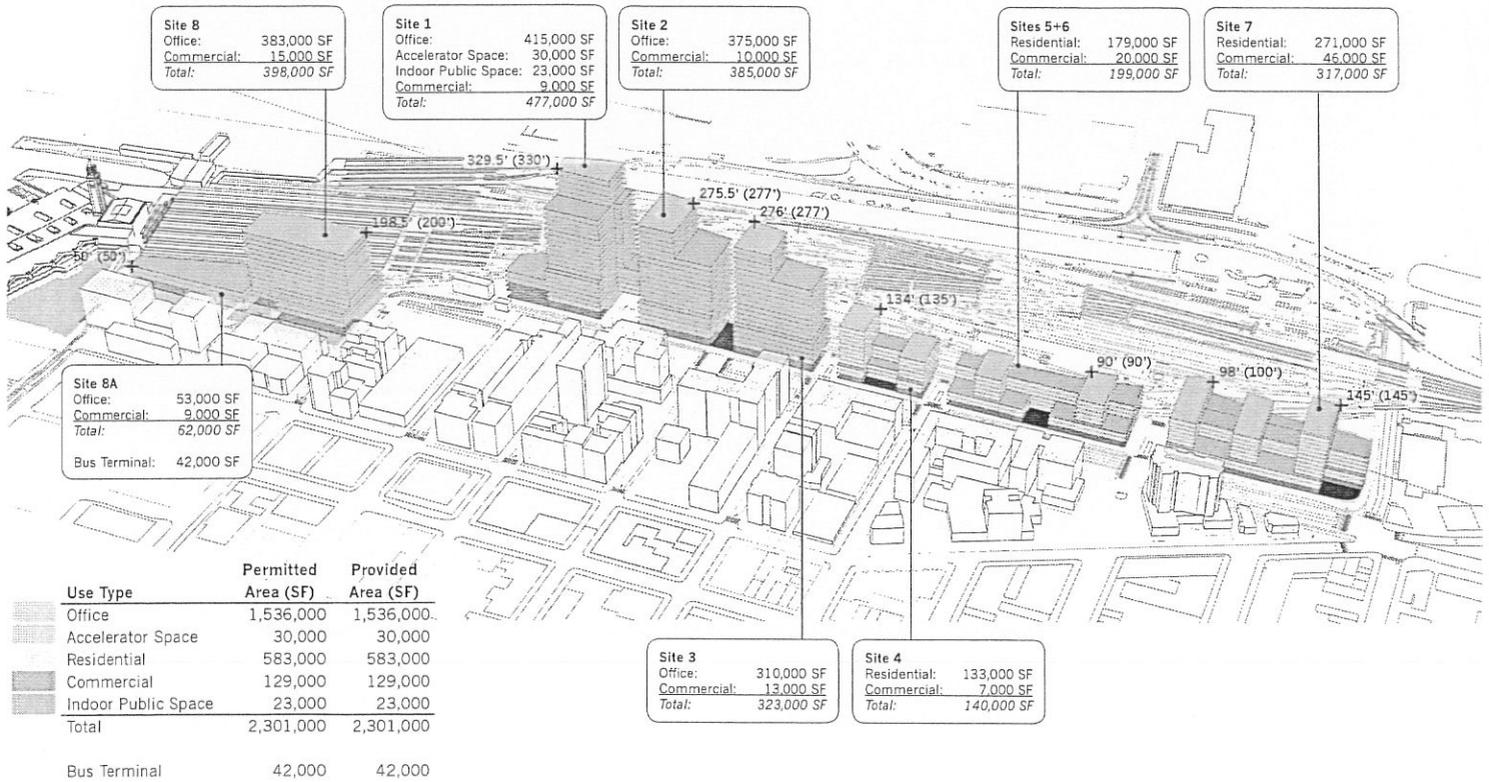
View Corridor

- Maintain views of the Rail Terminal Lackawanna Clocktower within the existing and future right of way of Observer Boulevard.
- Provide a visual extension of Hoboken's street grid southward into the Rail Yards.

Illustrative Site Plan



Development Overview



Parking Provision

TD and C-MU Districts (Sites 1, 2, 3, 8, 8A)
 Total parking generated: 434 spaces
 Total parking provided: 434 spaces

R-MU District (Sites 4, 5, 6, 7)
 Total parking generated: 532 spaces
 Total parking provided: 543 spaces

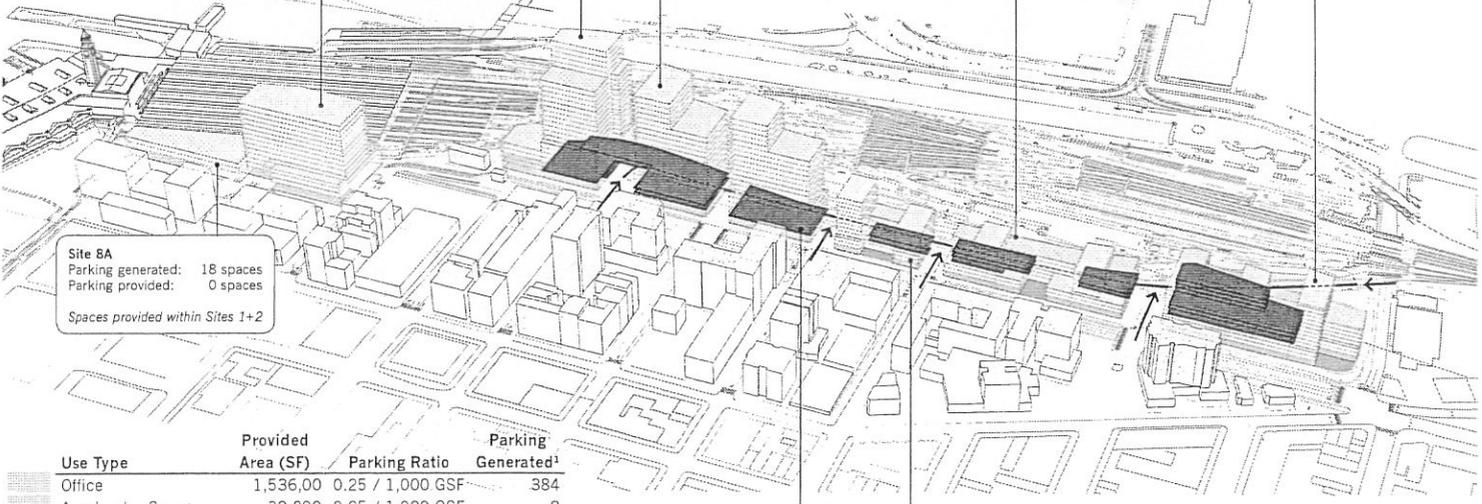
Site 8
 Parking generated: 104 spaces
 Parking provided: 0 spaces
 Spaces provided within Sites 1+2

Site 1
 Parking generated: 129 spaces
 Parking provided: 178 spaces
 Includes spaces for Site 8/8A

Site 2
 Parking generated: 99 spaces
 Parking provided: 178 spaces
 Includes spaces for Site 3, 8/8A

Sites 5+6
 Parking generated: 162 spaces
 Parking provided: 121 spaces
 Space deficiency accommodated in Site 7

Site 7
 Parking generated: 253 spaces
 Parking provided: 387 spaces



Site 8A
 Parking generated: 18 spaces
 Parking provided: 0 spaces
 Spaces provided within Sites 1+2

Site 3
 Parking generated: 84 spaces
 Parking provided: 78 spaces
 Space deficiency accommodated in Site 2

Site 4
 Parking generated: 117 spaces
 Parking provided: 35 spaces
 Space deficiency accommodated in Site 7

¹ Parking provision based on applicable ratios and GSF of current scheme, not absolute numbers specified in the RDP.
² Actual sizes and mix of units to be refined as part of the Redevelopment Agreement.

Use Type	Provided Area (SF)	Parking Ratio	Parking Generated ¹
Office	1,536,00	0.25 / 1,000 GSF	384
Accelerator Space	30,000	0.25 / 1,000 GSF	8
Residential	583,000	0.75 / unit ²	496
Commercial	129,000	0.5 / 1,000 GSF	65
Indoor Public Space	23,000	0.5 / 1,000 GSF	12
Total	2,301,000		966

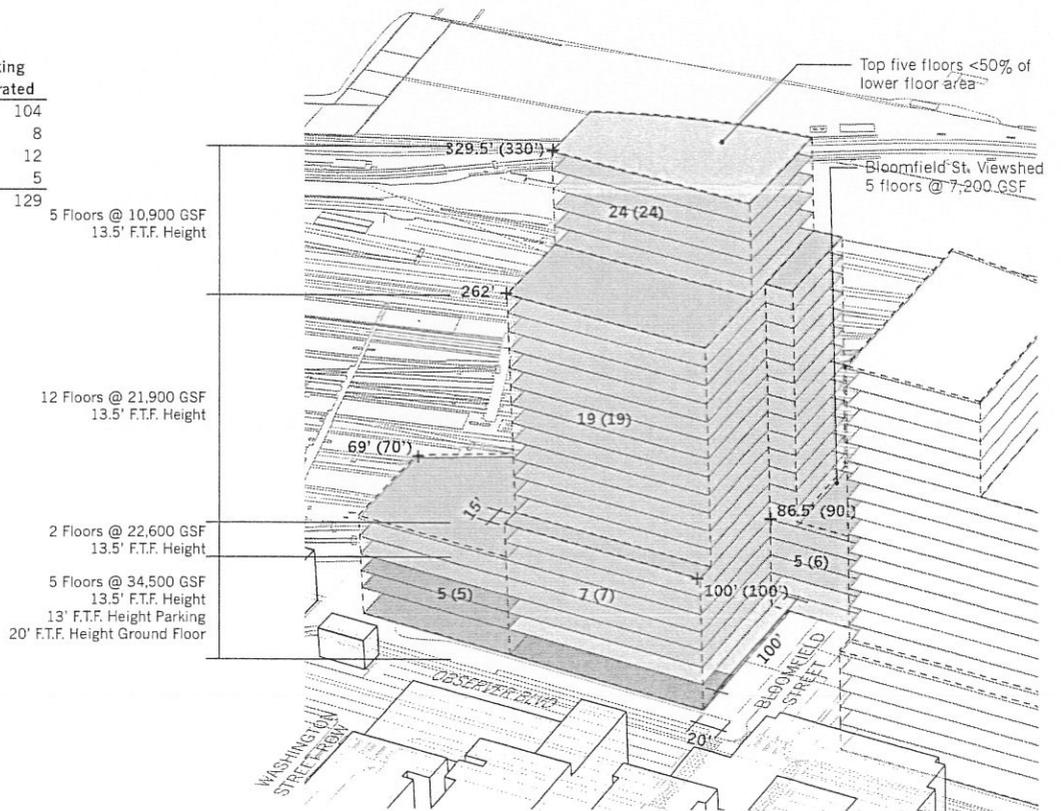
Total Parking Provided (All Sites) 977

Site #1

Use Type	Permitted Area (SF)	Provided Area (SF)*	Parking Generated
Office	415,000	415,000	104
Accelerator Space	30,000	30,000	8
Indoor Public Space	23,000	23,000	12
Commercial	9,000	9,000	5
Total	477,000	477,000	129
Parking		58,000	
Mechanical (Est.)		37,000	

* Assumes mechanical space and parking area not included in calculation of allowable square footage

-  Office / Accelerator Space
-  Indoor Public Space
-  Commercial
-  Parking
- ## (##) Provided (Permitted)

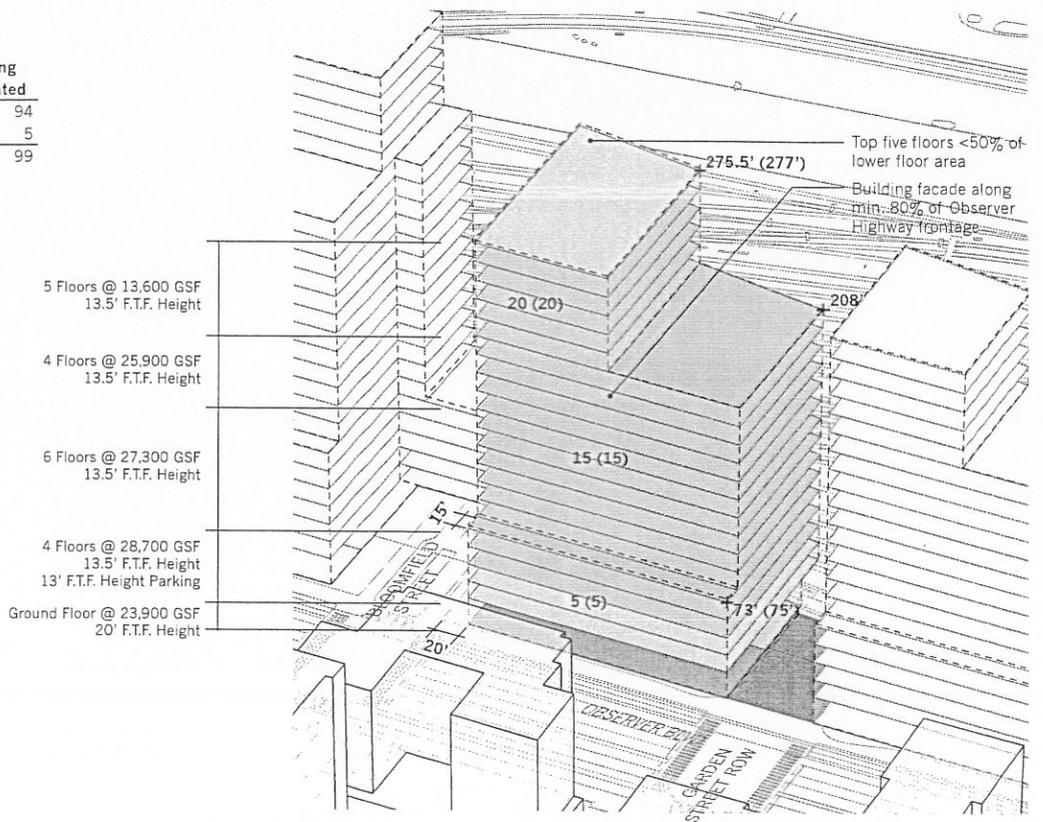


Site #2

Use Type	Permitted Area (SF)	Provided Area (SF)*	Parking Generated
Office	375,000	375,000	94
Commercial	10,000	10,000	5
Total	385,000	385,000	99
Parking		57,000	
Mechanical (Est.)		33,000	

* Assumes mechanical space and parking area not included in calculation of allowable square footage

-  Office / Accelerator Space
-  Indoor Public Space
-  Commercial
-  Parking
- ## (###) Provided (Permitted)



Site #3

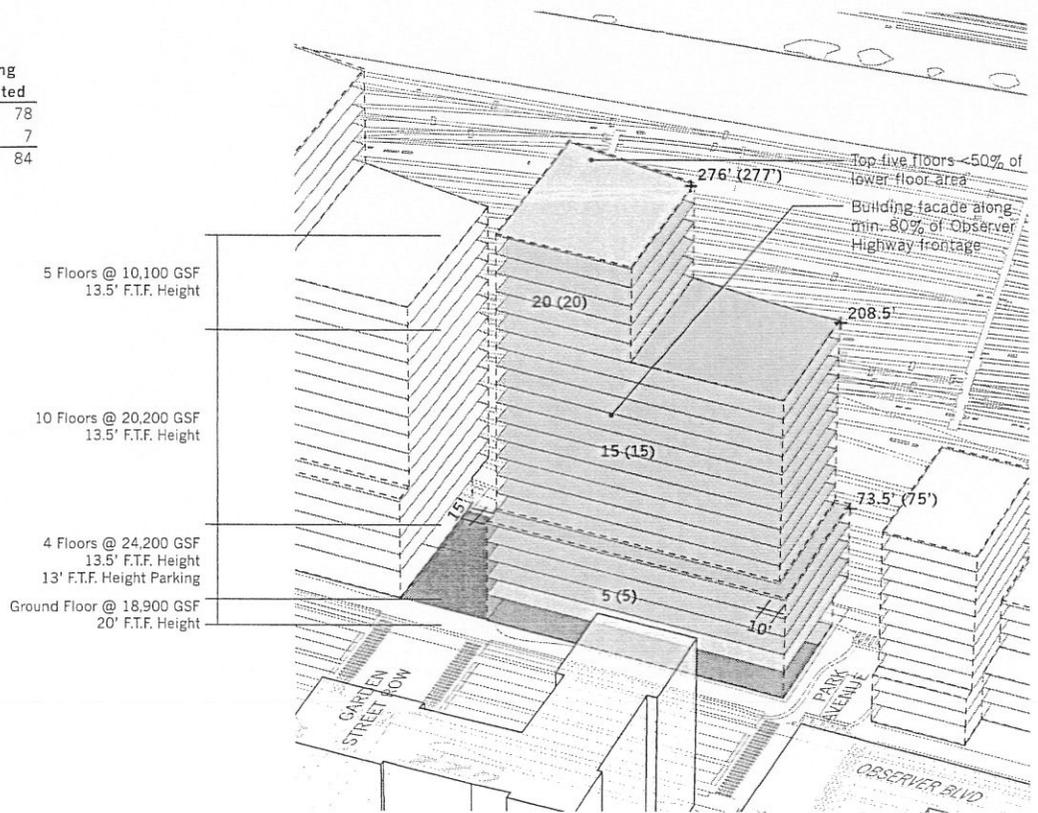
Use Type	Permitted Area (SF)	Provided Area (SF)*	Parking Generated
Office	310,000	305,000	78
Commercial	13,000	13,000	7
Total	323,000	318,000	84

Parking 24,000
 Mechanical (Est.) 26,000

* Assumes mechanical space and parking area not included in calculation of allowable square footage

-  Office / Accelerator Space
-  Indoor Public Space
-  Commercial
-  Parking

(##) Provided (Permitted)



Site #4

Use Type	Permitted Area (SF)	Provided Area (SF)*	Parking Generated
Residential	133,000	133,000	113
Commercial	7,000	7,000	4
Total	140,000	140,000	117

Parking 11,000
 Mechanical (Est.) 8,000

Site Coverage: 89%

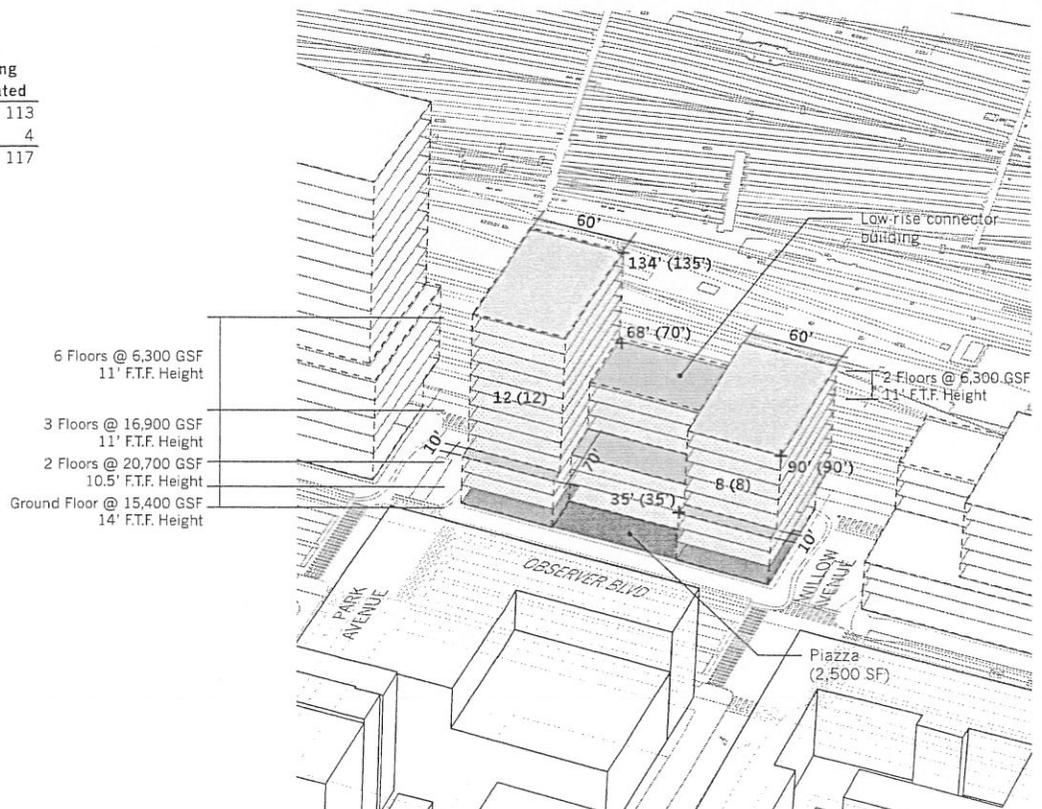
Mid-Rise Frontage on Observer Blvd: 120' (60%)¹

* Assumes mechanical space and parking area not included in calculation of allowable square footage

¹ RDP text specifies 30% maximum, but *massing* clearly shows >50%. This discrepancy will be resolved in the Redevelopment Agreement.

² Actual sizes and mix of units to be refined as part of the Redevelopment Agreement.

-  Residential
-  Commercial
-  Parking
- ## (##) Provided (Permitted)



Sites #5+6

Use Type	Permitted Area (SF)	Provided Area (SF)*	Parking Generated
Residential	179,000	179,000	152
Commercial	20,000	20,000	10
Total	199,000	199,000	162

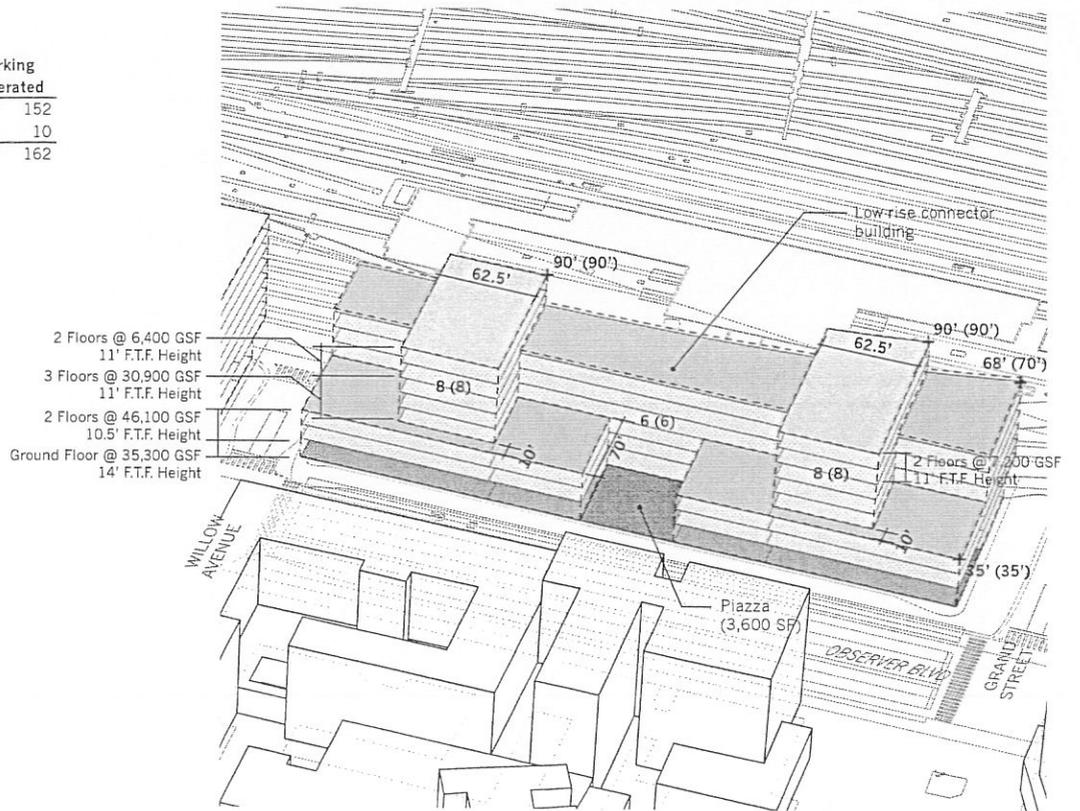
Parking	39,000
Mechanical (Est.)	10,000

Site Coverage: 87%
 Mid-Rise Frontage on Observer Blvd: 125' (30%)

* Assumes mechanical space and parking area not included in calculation of allowable square footage

† Actual sizes and mix of units to be refined as part of the Redevelopment Agreement.

-  Residential
-  Commercial
-  Parking
- ## (##) Provided (Permitted)



Site #7

Use Type	Permitted Area (SF)	Provided Area (SF)	Parking Generated
Residential	271,000	271,000	230
Commercial	46,000	46,000	23
Total	317,000	317,000	253

Parking 126,000
 Mechanical (Est.) 13,000

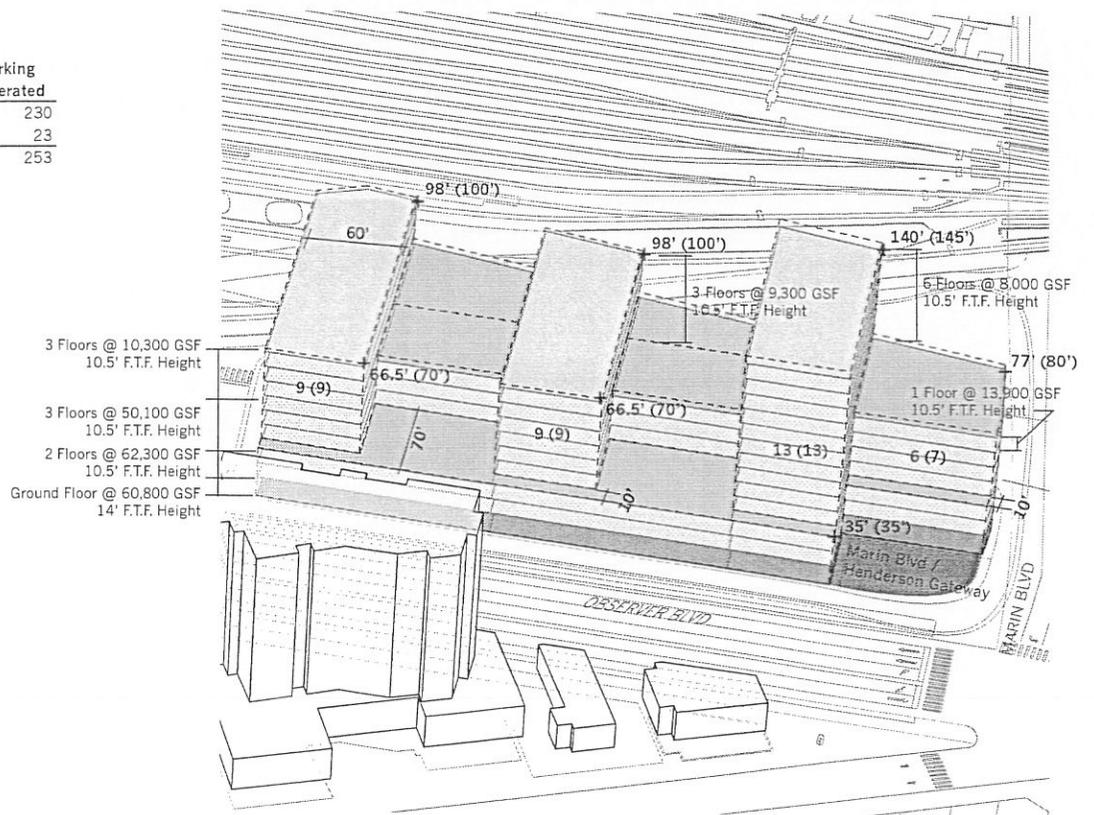
Site Coverage: 92%
 Mid-Rise Frontage on Observer Blvd: 180' (50%)¹

* Assumes mechanical space and parking area not included in calculation of allowable square footage

¹ RDP text specifies 30% maximum, but massing clearly shows >50%. This discrepancy will be resolved in the Redevelopment Agreement.

² Actual sizes and mix of units to be refined as part of the Redevelopment Agreement.

- Residential
 - Commercial
 - Parking
- ## (##) Provided (Permitted)



Sites #8+8A

Use Type	Permitted Area (SF)	Provided Area (SF)*	Parking Generated
Office	383,000	383,000	96
Commercial	15,000	15,000	8
Total	398,000	398,000	104

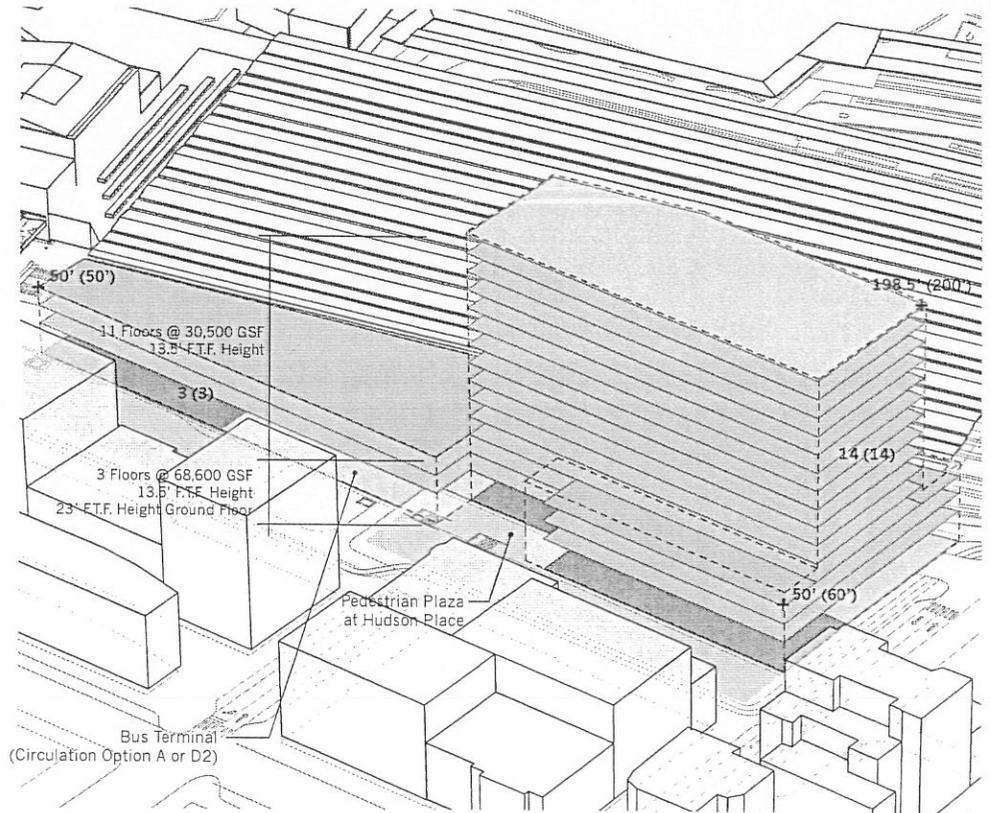
Bus Terminal
Mechanical (Est.) 25,000
34,000

Use Type	Permitted Area (SF)	Provided Area (SF)*	Parking Generated
Office	53,000	53,000	13
Commercial	9,000	9,000	5
Total	62,000	62,000	18

Bus Terminal
Mechanical (Est.) 17,000
5,000

* Assumes mechanical space and parking area not included in calculation of allowable square footage

-  Office / Accelerator Space
 -  Indoor Public Space
 -  Commercial
 -  Bus Terminal
- ## (##) Provided (Permitted)



Additional Plan Requirements

In addition to satisfying the required program and height and bulk regulations, the development will be subject to a number of other requirements related to mitigating its impact on the surrounding community. These are laid out in detail in the Redevelopment Plan. Each of these components is acknowledged here and will be included in the eventual plan, with the exact details of such provision addressed in the Redevelopment Agreement subject to NJT's core operational functions, its rights, responsibilities and privileges under the Public Transportation Act ("the Act") and its comments set forth in the numbered paragraphs 1-6 of the NJT Letter.

Public Space and Pedestrian Plazas

- The plan will provide a minimum of 4.5 acres of public space and pedestrian plazas.
- The plan will include a pedestrian plaza at Hudson Place, from Hudson Street to Warrington Plaza, as a major public space and intermodal gateway to Hoboken. This plaza will address all requirements laid out in the Redevelopment Plan.
- The plan will include smaller parks and plazas at mid-block locations along Observer Blvd.
- The plan will provide street plazas within the extended rights-of-way of the city's street grid into the Redevelopment Area. These will provide view corridors through the development to the Rail Yards, break up the height and bulk of the development, and enhance the pedestrian experience along Observer Highway.
- The plan will provide a new open space at the the Marin Blvd/Henderson Gateway.
- The plan will incorporate green roofs on large-roof buildings to capture stormwater runoff and reduce heat island effect.

Circulation and Parking

- The team will conduct a detailed traffic impact analysis to identify potential traffic issues and necessary improvements related to any new development
- The team will encourage Transportation Demand Management techniques to address traffic, parking, and transit issues
- The plan will include integrated bicycle lanes and supporting facilities such as bicycle storage. All improvements will be consistent with the Hoboken Bicycle and Pedestrian Master Plan (2010).
- The plan will establish a shared parking strategy to minimize provision of parking to the extent possible. That strategy notwithstanding, the plan will provide sufficient parking to meet the required ratios in the Redevelopment Plan:

Corporate or Professional Offices: 0.25 spaces / 1,000 GSF
Residential: 0.75 spaces / unit

Hotel: 0.25 spaces / key
Retail: 0.5 spaces / 1,000 GSF
Other Uses: 0.5 spaces / 1,000 GSF

- The plan will encourage residential parking within garages and not on the street.
- The plan will include a shared service and parking access road behind the buildings, adjacent to the Rail Yards.

Sustainable Design and Flood Resiliency

- The plan will incorporate a wide range of sustainable design techniques, including but not limited to those outlined in the Redevelopment Plan.
- The developer will install new stormwater and sanitary pumps to serve the property, including separate systems to avoid issues associated with combined service.
- The plan will be compliant with the City of Hoboken Flood Damage Prevention Ordinance, which specifies, among other provisions, a freeboard elevation of 1' above the FEMA base flood elevation (ABFE).
- The plan will include a variety of urban tools to address the base elevation requirements of the Flood Damage Prevention Ordinance and ABFE maps.
- The plan will work to incorporate elements of the city's comprehensive flood protection measure, "Resist, Delay, Store, Discharge."

Infrastructure

- Infrastructure upgrades in the plan will include – depending on identified need – gas, electric, water, sanitary sewer, storm sewer, flood mitigation, telecommunications, streets, curbs, sidewalks, street lighting, and street trees.

Program/Use Requirements

- The plan will provide a minimum 10% affordable units within the development project.
- The plan will include a minimum 10% 3-bedroom units of at least 1,500 SF and an additional 10% 3-bedroom units of at least 1,800 SF within the R-MU District.
- The plan will include 30,000 SF of commercial accelerator space between Sites 1 and 3.
- The plan will include at least 23,000 SF of indoor public space, the design and programming of which will be further addressed in the Redevelopment Agreement.

Introduced by: Bhalla

Seconded by: Giattino

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE SAFE ROUTES TO SCHOOLS PROGRAM

WHEREAS, the objectives of the 2016 Safe Routes to Schools Program (the "Program") include enabling children, including those with disabilities, to walk and bicycle to school, and to make walking and bicycling to school a safer and more appealing transportation alternative; and

WHEREAS, the Program is being administered by the New Jersey Department of Transportation; and

WHEREAS, grant fund awards averaging \$300,000.00 are available, and no municipal matching funds are required; and

WHEREAS, the attached grant application describes the terms and conditions of applying for the grant funding; and

WHEREAS, the Administration wishes to apply for these grant funds;

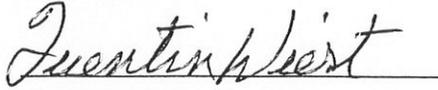
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken as follows:

- A. The City Council of the City of Hoboken hereby accepts the terms of the grant funding and authorizes the electronic submission of the grant application identified as *SRS-I-2016-Hoboken City-00061* to the New Jersey Department of Transportation on behalf of the City of Hoboken; and,
- B. The project is located on municipal property and the City of Hoboken will assume maintenance responsibility over all improvements completed with grant funding awarded under the 2016 Safe Routes to School program; and,
- C. In accordance with 23 CFR 635.105(a) (4) the City of Hoboken is designating Stephen Marks as the responsible person in charge for this program. Stephen Marks is a full-time employee of the City of Hoboken in the role of Municipal Manager and will be the responsible person in charge for the proposed Federal-aid construction project.

D. This resolution shall take effect immediately upon passage.

Meeting date: June 15, 2016

APPROVED:



Quentin Wiest
Business Administrator

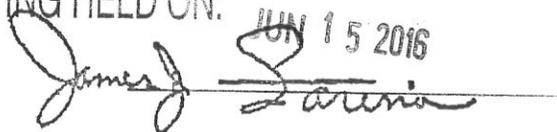
APPROVED AS TO FORM:



Alysia Proko, Esq.
Atty. Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

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

JUN 15 2016


CITY CLERK



State of New Jersey

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



RICHARD T. HAMMER
Acting Commissioner

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

March 31, 2016

RECEIVED

APR - 1 2016

OFFICE OF THE MAYOR
HOBOKEN, NJ

Re: Safe Routes to School
Request for Applications

Dear Applicant:

On behalf of Governor Chris Christie, I am pleased to announce that applications are being accepted for the 2016 Safe Routes to School Program (SRTS). The SRTS program is funded through the Federal Highway Administration's Federal Aid Program and is being administered by the New Jersey Department of Transportation (NJDOT), in partnership with the North Jersey Transportation Planning Authority (NJTPA), the Delaware Valley Regional Planning Commission (DVRPC), and the South Jersey Transportation Planning Organization (SJTPO).

The objectives of the SRTS Program are:

- To enable and encourage children, including those with disabilities, to walk and bicycle to school;
- To make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and
- To facilitate the development and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of New Jersey's primary and middle schools (Grades K-8).

Projects must be located within two miles of a school that serves students in grades K-8. Funding for the 2016 SRTS Program will be available for the construction of infrastructure projects only. Infrastructure projects may include the installation of sidewalks, crosswalks, bike lanes, multi-use paths, traffic calming measures, and other means to ensure the ease and safety of children walking or biking to school.

For this solicitation, Urban Aid Communities determined by the Department of Community Affairs, and municipalities containing Schools Development Authority (SDA) Districts outlined by the Educational Facilities Construction and Financing Act, may apply for design as well as construction funds.

Any municipality, school district, or county is eligible to apply for funding. Non-profit organizations are not eligible as direct grant recipients for this solicitation. However, non-profit organizations may partner with a local public agency that will assume responsibility and administration for the grant.

As with all federally funded programs, the funds will be disbursed on a reimbursement basis. The award of SRTS grants will be contingent upon the recipient's ability to comply with all applicable federal financial management, project implementation, and oversight regulations. Before applying, applicants should assess their capability to comply with state and federal requirements for the administration of federal-aid highway grants set forth in Title 23 - Highways, and OMB requirements related to administrative rules (2 CFR Part 200, 2 CFR Part 215) and cost principals (2 CFR Part 1201) requirements.

Public rights-of-way and facilities are required to be accessible for all users through the statutes regardless of funding source. Recipients of federal and state grants will be required to comply with the provisions of Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973.

Applications for the SRTS Program are due on or before June 27, 2016 and must be submitted online through NJDOT SAGE at:

<http://www.state.nj.us/transportation/business/localaid/sage.shtm>

Additional information on the SRTS Program is available at:

<http://www.state.nj.us/transportation/business/localaid/srts.shtm>

I recommend that you consult your Local Aid District Office and your corresponding Metropolitan Planning Organization for assistance in preparing applications for this program. Contact information is included.

In 2015, the Division of Local Aid launched a new program, the SRTS Design Assistance Program, which is meant to provide consultant engineering services to assist Local Public Agencies (LPAs) with the development of plans, specifications, and estimates for their SRTS projects. Recipients of the 2016 SRTS grant solicitation will be eligible to participate in the program. The program was developed by NJDOT as part of the Federal Highway Administration's Every Day Counts initiative and is intended to shorten time, reduce costs, and improve quality in the delivery of NJDOT SRTS projects.

Please take advantage of this opportunity to improve the safety of New Jersey's school children. I look forward to working with you.

Sincerely,



Richard T. Hammer
Acting Commissioner

Enclosure

cc: Municipal Clerk
Municipal Engineer
County Engineer

CONTACT INFORMATION

NJDOT Division of Local Aid and Economic Development

District 1

Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 601-6700
Fax: (973) 601-6709
Morris, Passaic, Sussex,
and Warren Counties

District 2

153 Halsey Street -5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 648-4547
Bergen, Essex, Hudson,
and Union Counties

District 3

New Jersey Department of Transportation
District 3 Bureau of Local Aid
P.O. Box 600
Trenton, NJ 08625
Phone: (609) 530-5371
Fax (609) 530-8044
Hunterdon, Mercer, Middlesex, Monmouth,
Ocean, and Somerset Counties

District 4

1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08054
Phone: (856) 486-6618
Fax (856) 486-6771
Atlantic, Burlington, Camden,
Cape May, Cumberland, Gloucester, and Salem
Counties

Metropolitan Planning Organizations

North Jersey Transportation Planning Authority (NJTPA)

One Newark Center
17th floor
Newark, NJ 07102
Phone: (973) 639-8400
Fax: (973) 639-1953
Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic,
Somerset, Sussex, Union, and Warren Counties, and the Cities of Jersey City and Newark

Delaware Valley Regional Planning Commission (DVRPC)

Mr. John J. Coscia Jr.
190 North Independence Mall West
Philadelphia, PA 19106
Phone: (215) 592-1800
Fax: (215) 592-9125
Burlington, Camden, Gloucester, and Mercer Counties

South Jersey Transportation Planning Organization (SJTPO)

782 South Brewster Road, Unit B6
Vineland, NJ 08360
Phone: (856) 794-1941
Fax: (856) 794-2549
Atlantic, Cape May, Cumberland, and Salem

Sponsored By: [Signature]
Seconded By: [Signature]

CITY OF HOBOKEN
RESOLUTION NO. _____

AUTHORIZING THE CITY OF HOBOKEN TO PARTICIPATE IN THE STATE LOCAL COOPERATIVE HOUSING INSPECTION PROGRAM FOR THE JULY 1, 2016 TO JUNE 30, 2017 TERM (STATE FISCAL YEAR), ACCEPTING THE \$72,000.00 GRANT FROM THE PROGRAM AND AUTHORIZING THE MAYOR TO ACT AS THE AUTHORIZED AGENT FOR THE DURATION OF THE PROGRAM

WHEREAS, the City of Hoboken has been approved by the State of New Jersey Department of Community Affairs for participation in the program known as "State Local Cooperative Housing Inspection Program" which would provide the City of Hoboken with \$72,000.00 to effectuate proper housing inspections of multiple family dwellings, hotels and motels within the City limits; and,

WHEREAS, the City Council of the City of Hoboken finds it advantageous for the City to accept participation into this program to help effectuate proper inspections of the numerous multiple family dwellings within the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the City is authorized to participate in the State of New Jersey State Local Cooperative Housing Inspection Program for the term commencing July 1, 2016 and terminating June 30, 2017;

BE IT FURTHER RESOLVED, the City of Hoboken accepts the \$72,000.00 allocated grant for participation in the program; and,

BE IT FURTHER RESOLVED, that the Mayor, or her designee, is hereby authorized on behalf of the City of Hoboken to:

1. Execute and furnish any documentation necessary to effectuate the City's participation in this program and funding for participation in this program;
2. Act as authorized agent and correspondent for the City of Hoboken; and,
3. Execute necessary contracts, as needed, to have the funding awarded.

Meeting date: June 15, 2016

APPROVED:
[Signature]
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
[Signature]
Alycia Proko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

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

JUN 15 2016

[Signature]
CITY CLERK



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 810
TRENTON, NJ 08625-0810

CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT GOVERNOR

CHARLES A. RICHMAN
COMMISSIONER

June 1, 2016

The Honorable Dawn Zimmer
Mayor, City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: State Local Cooperative Housing Inspection Program

Dear Mayor Zimmer:

On behalf of Governor Chris Christie and the New Jersey Department of Community Affairs, it is my pleasure to welcome the City of Hoboken's participation in the State Local Cooperative Housing Inspection Program. Under this Program, your municipality has requested and received authorization to conduct the State mandated inspections of hotels and multiple dwellings within its jurisdiction on behalf of the Bureau of Housing Inspection during the period from July 1, 2016 to June 30, 2017. This Authorization is based upon the requirement that these inspections and their related activities be conducted in strict accordance with the Conditions of Authorization enclosed with this letter.

In order to pay your municipality for conducting these State inspections during Fiscal Year 2017, the Bureau has allocated the sum of \$72,000.00. This amount is based upon the number of hotels, motels and multiple dwellings in your municipality that will require inspection during Fiscal Year 2017. In addition to the current inspections, this number may also include inspections determined by the Bureau to be overdue.

To indicate your acceptance of this authorization, please sign both copies of this letter and return one copy to **George Eaton, Supervisor of the State Local Cooperative Housing Inspection Program, Bureau of Housing Inspection, Post Office Box 810, Trenton, New Jersey 08625-0810. Please retain the other copy for your files.**

I thank you for your interest in the Department's State Local Cooperative Housing Inspection Program and look forward to working with you during the upcoming months toward our common goal of ensuring safe and decent housing within your municipality.

Sincerely,

Edward M. Smith
Director
Division of Codes and Standards

Dawn Zimmer, Mayor
Hoboken
Enclosure





State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 810
TRENTON, NJ 08625-0810

CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT GOVERNOR

CHARLES A. RICHMAN
COMMISSIONER

June 1, 2016

The Honorable Dawn Zimmer
Mayor, City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: State Local Cooperative Housing Inspection Program

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Sincerely,

Edward M. Smith
Director
Division of Codes and Standards

Dawn Zimmer, Mayor
Hoboken
Enclosure



SLCHIP

PAYMENT SCHEDULE

Effective July 1, 2005

UNITS INSPECTED

<u>@ \$23 per unit</u>		<u>@ \$12 per unit</u>		<u>@ \$9 per unit</u>		<u>\$9</u>		<u>\$9</u>	
1	23	24	413	48	698	67	869	86	1040
2	46	25	425	49	707	68	878	87	1049
3	69	26	437	50	716	69	887	88	1058
4	92	27	449	51	725	70	896	89	1067
5	115	28	461	52	734	71	905	90	1076
6	138	29	473	53	743	72	914	91	1085
7	161	30	485	54	752	73	923	92	1094
<u>@ \$15 per unit</u>		31	497	55	761	74	932	93	1103
8	176	32	509	56	770	75	941	94	1112
9	191	33	521	57	779	76	950	95	1121
10	206	34	533	58	788	77	959	96	1130
11	221	35	545	59	797	78	968	97	1139
12	236	36	557	60	806	79	977	98	1148
13	251	37	569	61	815	80	986	99	1157
14	266	38	581	62	824	81	995	100	1166
15	281	39	593	63	833	82	1004	200	2066
16	296	40	605	64	842	83	1013	300	2966
17	311	41	617	65	851	84	1022	500	4766
18	326	42	629	66	860	85	1031		
19	341	43	641						
20	356	44	653						
21	371	45	665						
22	386	46	677						
23	401	47	689						

Complex scheduled as total units inspected and reinspected (not per building)

REINSPECTION SCHEDULE

\$8 per unit no limit, minimum \$10 per building

CONDITIONS OF AUTHORIZATION

Definitions - Unless otherwise indicated, the within terms shall have the following meanings:

Act - Act shall mean the Hotel and Multiple Dwelling Law (P.L. 1967, C. 76 as amended, N.J.A.C. 55:13A-1 et seq.).

Building - Building shall mean a multiple dwelling as defined by the N.J.S.A. 55:13A-3(k) or a hotel as defined by N.J.S.A. 55:13A-3(j) subject to the jurisdiction of the Bureau of Housing Inspection.

Bureau - Bureau of Housing Inspection.

Certificate of Inspection - shall mean the certificate issued by the Bureau, pursuant to N.J.S.A. 55:13A-13, to the owners of the buildings that are found to be in compliance with the Regulations.

Certificate of Registration - shall mean the certificate issued by the Bureau, pursuant to N.J.S.A. 55:13A-12, to the owners of buildings that have been properly registered.

Commissioner - Commissioner shall mean the Commissioner of Community Affairs.

Department - Department shall mean the Department of Community Affairs

Local Enforcing Agency (LEA) - A permanent municipal, county or interlocal agency maintained for the purpose of conducting inspections and enforcing building maintenance laws, ordinances, codes and rules, that is supervised by, and has all hotel and multiple dwelling inspections performed by, persons licensed under N.J.A.C. 5:10-1 et seq.

Municipality - Municipality shall mean the municipality or county authorized by a letter transmitted together herewith to perform inspections on behalf of the Bureau.

Owner - Owner shall mean the person who owns, purports to own, or exercises control of any hotel or multiple dwelling.

Registration - Registration shall mean registration of a hotel or multiple dwelling in accordance with N.J.S.A. 55:13A-12.

Regulations - Regulations shall mean the current Regulations for the Maintenance of Hotels or Multiple Dwellings (N.J.A.C. 5:10-1.1 et seq.) promulgated pursuant to N.J.S.A. 55:13A-7.

RIMS - Registration-Inspection-Management-System

The electronic application used to manage registrations and inspections conducted by the Bureau of Housing Inspection and it's local inspection SLCHIP staff.

Shall - As used in this Conditions of Authorization, is always to be construed as mandatory.

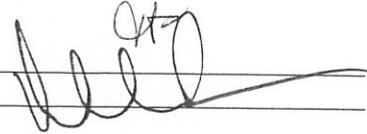
1. The Municipality shall comply with all provisions of the Act and Regulations whether explicitly referred to herein or not, and with all directives of the Bureau issued pursuant thereto.
2. The Department shall create a reservation for the purchase of inspection services from the Municipality during the period from July 1 to the following June 30 and shall give notice to the Municipality of the amount of such reservation for this period. The Municipality may make requisitions against this Reservation in amounts not to exceed credits earned under Paragraph 7 Section A, B, and C at the time of requisition. Said reservation may be decreased by the Department, if in its sole discretion, it determines that the Municipality cannot reasonably be expected to do enough work satisfactory to the Department to earn the full amount of the Reservation before the end of the State's fiscal year.
3. The Municipality shall perform the following services:
 - A. The Municipality shall identify all unregistered or improperly registered buildings within the Municipality. A separate information form prescribed by the Bureau shall be completed and promptly forwarded to the Bureau for each such building.
 - B. The Municipality shall be obligated to keep the local registry accurate by promptly reporting to the Department all transfers of ownership, demolitions, alterations, and construction of buildings within the Municipality and by reporting all errors that may appear.
 - C. The municipality or county shall inspect, in each State fiscal year, all of the multiple dwellings and hotels and units of dwelling space therein which the Bureau determines to be subject to cyclical inspection in that fiscal year.
 - D. **The inspections, that are required to be performed pursuant to Paragraph C above, shall be completed and submitted, to the Bureau within 90 days of their date assigned.**
 - E. All buildings are to be inspected in accordance with the most recently promulgated Regulations.
 - F. The Municipality shall have internet access so that the municipal inspection staff has the ability to sign into the New Jersey Network Portal to access the Bureau's Registration-Inspection-Management-System (RIMS) for the purpose of conducting inspections. Each approved inspector shall have and maintain an email address to electronically receive a Personal Identification Number (PIN) to sign inspection reports, and assignments.
 - G. The Municipality shall, in addition to whatever local procedures it chooses to adopt, make an inspection report concerning each inspected building by way of the RIMS. The local program official(s) designated by the Municipality and approved by the Department shall sign all inspection and reinspection reports submitted to the Bureau electronically by obtaining a Personal Identification Number (PIN) through RIMS. Such reports shall include the name of the inspector who performed the inspection and shall be submitted to the Bureau immediately upon completion. In the event that an inspection of a building discloses a violation of the Regulations constituting an imminent hazard to the health, safety and welfare of its occupants, the Municipality shall without delay transmit its inspection report and findings to the Bureau for appropriate action. All reports submitted to the Bureau, which disclose violations shall be clearly segregated from reports, which disclose no violation.

- H. When specifically requested by the Bureau, the Municipality shall conduct, within one week of the request, a re-inspection of those buildings where violations were discovered at the time of the original inspection. The Municipality shall make a reinspection report concerning each building through the RIMS and forward such reports to the Bureau upon completion thereof. No reinspection reports will be accepted for credit unless all original reported violations have been reinspected. The Bureau shall be responsible for any other functions of the enforcement procedure, which can be undertaken on a local level. **Only the Bureau shall grant extensions of time to complete abatement.**
- I. The Municipality shall provide the Department with such information as may be necessary to determine the eligibility of the Municipality for funds that may be requisitioned by it under the Paragraph 7 hereof; including without limitation, copies of past, current and projected operation budgets and tables of organization for the Municipal Departments undertaking inspection and related duties. The Municipality shall also supply the Bureau with a list of appropriate totals of those buildings within its boundaries, which are not registered or inspected by the end of each State fiscal year.
- J. The Municipality shall be solely responsible for compliance with Local, State, and Federal Law pertaining to the dislocation and relocation of individuals, families and businesses. Nothing herein shall limit the Municipality from applying to the Department for relocation assistance, as it may deem necessary.
- K. The Municipality shall perform, within its boundaries, inspections of those buildings that are the subject of complaints received by the Bureau. Such inspections shall be completed and performed within one week of being assigned. However, in the event that the building, which is subject of the complaint; has been issued a valid Certificate of Inspection, by the Bureau, the first inspection and reinspection shall be limited to the subject matter of the complaint.
- L. All persons employed by a municipality or county to perform inspections under the Multiple Dwelling Act, shall be licensed pursuant to N.J.A.C. 5:10-1B. Inspectors acceptable and certified by the Bureau shall perform all inspections pursuant hereto. The Municipality shall provide to the Bureau two passport photos and both resumes and Conflict of Interest Questionnaires, of all inspectors whom the Municipality intends to assign to perform inspections pursuant hereto. No inspector disapproved by the Bureau shall perform any inspections pursuant hereto. Upon request of the Bureau, the Municipality shall provide to the Bureau such further information concerning any inspector whom the Municipality assigns or intends to assign to perform inspections pursuant hereto as the Bureau may require. In the event that the Bureau deems the quality of an inspector's work to be unsatisfactory and so advises the Municipality, then the Municipality shall immediately cease to assign inspections required to be performed pursuant hereto to the said inspector. Upon termination of an inspector, the photo ID supplied by the Bureau shall be returned to the Bureau immediately. All inspectors assigned by the Municipality to perform inspections pursuant hereto shall attend, and shall be required by the Municipality to attend, training sessions scheduled by the Bureau when such attendance is required by the Bureau and any such inspector is not specifically excused by the Bureau.

Inspections made in conjunction with newly constructed or converted buildings as described in N.J.S.A. 52:27D-119 et seq. are not authorized.

- M. In the event that the municipality chooses to establish itself as a Local Enforcement Agency (LEA) pursuant to N.J.A.C. 5:10-1A, the municipality will be removed from the State-Local-Cooperative-Housing-Inspection-Program (SLCHIP) upon passage of the municipal ordinance that establishes them as an LEA. All previously completed and outstanding inspections, reinspections, etc. become the responsibility of the Bureau of Housing Inspection until their completion. All outstanding assignments shall be returned to the Bureau for completion once the LEA is established.
4. The Department or Bureau shall do the following:
- A. The Bureau shall supply the Municipality with a listing of all buildings within the Municipality's boundaries registered or on file with the Bureau, and such other information regarding inspection and enforcement activities of the Municipality and the Bureau as may reasonably be required.
 - B. The Department shall furnish to the Municipality all forms or documents, which are or may become necessary to carry out the duties assumed hereunder.
5. The Bureau, upon receipt of each inspection report disclosing a violation or violations, may initiate whatever enforcement or compliance proceedings, as it deems fit and appropriate.
6. The Department shall credit the Municipality in accordance with the following formulas:
- A. Upon formal registration of each building not now registered, the Municipality shall be credited with an amount of \$10.
 - B. The Municipality shall be credited for inspections performed as follows: \$23 per unit for up to and including 7 units, \$15 per unit for the next 16 units, \$12 per unit for the next 24 units, and \$9 per unit for all units in excess of 47 units. Credits for projects will be calculated in the same manner using the total number of units in the project as a base. Credit for reinspection will be \$8 per unit reinspected with a minimum of \$10 per building. In the event of Administrative hearings and/or court appearances, the Department shall credit the Municipality with a maximum of \$25 per full day for each municipal witness required to appear. Without prior permission, Municipal attendance at Departmental hearings shall be limited to one person per day.
 - C. The Municipality shall be credited with \$10 for each transfer of ownership, or creation of a building when the Municipality is responsible for such information reaching the Department in the first instance.
 - D. The Municipality shall be credited with an amount of \$10 per unit for each first inspection and each reinspection when the inspection is performed as a result of a complaint received by the Bureau, and when the building that is the subject of the complaint has been issued a valid Certificate of Inspection by the Bureau. In the event that the building complained of has not been issued a Certificate of Inspection, the Municipality will be credited in accordance with Paragraph 6, Section B for the first inspection and reinspection.
 - E. No credit shall be allowed for any work that is not satisfactory to the Bureau.

INTRODUCED BY: _____
SECONDED BY: _____



36

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING A CLOSE OUT / FINAL CHANGE
ORDER TO THE PROFESSIONAL SERVICE CONTRACT OF
BOSWELL ENGINEERING FOR CITY ENGINEER (ON-CALL)
IN AN INCREASED AMOUNT NOT TO EXCEED \$22,530.00,
FOR A TOTAL NOT TO EXCEED AMOUNT OF ONE
HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED
AND THIRTY DOLLARS (133,530.00) WHICH SHALL CLOSE
OUT THE CY2015 CONTRACT**

WHEREAS, the City of Hoboken published RFP's for general municipal engineering services; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration thereafter determined that Boswell Engineering qualified as a pool engineer to provide the City with the most effective and efficient City Engineering services for the 2016 calendar year; and,

WHEREAS, in accordance with the direction of the Administration, the City Council awarded a contract to Boswell Engineering for the City's General Engineering On-Call services for CY2015, for a total contract amount of One Hundred Eleven Thousand Dollars (\$111,000.00), with a one (1) year term to commence on January 1, 2015 and expire December 31, 2015; and,

WHEREAS, the City now seeks to close out that contract and provide for a final change order with an increase in the not to exceed amount by \$22,530.00, for a total not to exceed amount of \$133,530.00; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a final change order / close of the contract with the below listed vendor is awarded for an amount not to exceed One Hundred Eleven Thousand Dollars (\$111,000.00), with an increase in the not to exceed amount by \$22,530.00, for a total not to exceed amount of \$133,530.00, for services as General Municipal Engineer On Call CY2015, as follows:

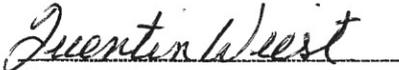
1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and Boswell's responsive proposal shall govern the change order / close out, and no further changes may be made without the prior written consent of both parties.
3. The Administration shall be entitled, under this award, to utilize the firm on an as needed basis, for any projects which require engineering assistance. This award is not project based, and the contract amounts hereunder are a retainer only, and no actual amount of work is suggested or implied.
4. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
5. 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.
6. The Mayor, or her designee is hereby authorized to execute an agreement, for the

above referenced goods and/or services based upon the following information:

Boswell Engineering
South Hackensack, New Jersey

Meeting Date: June 15, 2016

APPROVED:


Quentin West
Business Administrator

APPROVED AS TO FORM:


, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CLOSE OUT / FINAL CHANGE ORDER TO THE PROFESSIONAL SERVICE CONTRACT OF BOSWELL ENGINEERING FOR CITY ENGINEER (ON-CALL) IN AN INCREASED AMOUNT NOT TO EXCEED \$22,530.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF ONE HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED AND THIRTY DOLLARS (133,530.00) WHICH SHALL CLOSE OUT THE CY2015 CONTRACT

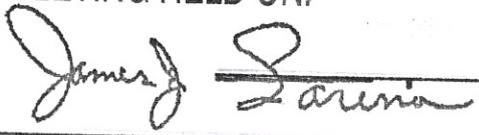
AMOUNT TO BE CERTIFIED:

\$22,530.00

ACCOUNT NUMBER TO CERTIFY FROM:

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUN 15 2016

CERTIFICATION:



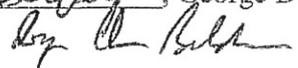
CITY CLERK

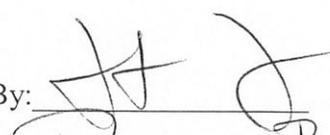
WHEREAS, certification of funds is available as follows:

CITY CLERK

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$22,530.00 is available in the following line: 5-01-31-461-008 of the CY2016 reserve budget 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 ~~CY2016~~ budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO



Sponsored By: 
Seconded By: 

CITY OF HOBOKEN RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE HOBOKEN ITALIAN FESTIVAL, INC. TO CONDUCT ITS 90th ANNUAL FEAST IN HONOR OF MADONNA DEI MARTIRI

WHEREAS, The Hoboken Italian Festival, Inc., with offices at 332 Adams Street, Hoboken has requested permission to conduct their annual Feast in honor of their patron saint, Madonna Dei Martiri for four consecutive days starting on Thursday, September 8, 2016 through and inclusive to Sunday, September 11, 2016 on Sinatra Drive and Sinatra Park, and

WHEREAS, Hoboken Italian Festival, Inc. has indicated its agenda and requirement to successfully conduct the feast;

- (1) To solicit contributions from the general public, to be used solely to pay part of the expenses and religious contributions.
- (2) To have a procession with the statue of “Madonna Dei Martiri” – “Mother of Martyrs” through the streets of Hoboken.
- (3) To install electric lights on Sinatra Drive from the corner of Fourth Street and River Street up to the Union Dry Dock Property.
- (4) To erect a bandstand in Sinatra Park to hold nightly concerts between Thursday, September 8, 2016 through Sunday, September 11, 2016. The hours of live music will be limited to the following schedule: Thursday, September 8th from 5:00 pm to 10:00 pm, Friday, September 9th from 5:00 pm to 11:00 pm, Saturday, September 10th from 12:00 noon to 11:00 pm and Sunday, September 11th from 12:00 noon to 10:00 pm. Recorded music will be permitted at moderate levels and speakers positioned not to disturb area residents and will be discontinued at 11:00 pm. The bandstand will be directed in a northern direction in an effort to minimize the noise levels in the southern waterfront residential areas.
- (5) To erect concession stands and trucks on Sinatra Drive, for vendors of food, novelties, games and rides.
- (6) To hold a raffle to be drawn on Sunday, September 11th, 2016, as well as a nightly 50/50 raffle.
- (7) To have a procession through sections of Hoboken which is led by the feast committee, the guest of honor, the band, the statue of the saint and the members of the society and devotees on Saturday, September 10th, 2016 to begin at 10:00 am. The rain date is Sunday, September 11th, 2016.
- (8) On Saturday, September 10th, 2016 at about 9:00 pm to shoot a special pyrotechnic fireworks show on the riverfront at Pier A Park, subject to the approval of the U.S. Coast Guard and local Fire Permits.
- (9) Parking will be prohibited from Wednesday, September 7th, 2016 4:00 PM through Sunday, September 11th, 2016 11:59 PM on the following streets to set up and break down of bandstand and concession stands, as well as clean up of the area:
 - a. Sinatra Drive (both sides) from 3rd Street to 9th Street extension
 - b. 5th Street (both sides) from River Street to Sinatra Drive

- (10) Parking will be prohibited on Saturday, September 10th, 2016 on 3rd Street (both sides) between Madison Street and Jefferson Street, as well as in front of 112 Willow Ave.
- (11) Parking will be prohibited from Thursday September 8th, 2016 8:00 AM through Monday September 12th, 2016 5:00 PM in front (Adams Street) and alongside (4th Street – south side only) the property of the Hoboken Italian Festival Inc. (332 Adams Street).
- (12) Vehicular traffic shall be denied travel in and upon Sinatra Drive on the following days and hours by means of physical barriers to be provided by the Signal & Traffic Division:
 - Wednesday, September 7th, 2016 from 6:00 PM to 9:00 PM
 - Thursday, September 8th, 2016 from 10:00 AM to 11:59 PM
 - Friday, September 9th, 2016 from 3:00 PM to 11:59 PM
 - Saturday September 10th, 2016 from 10:00 AM to 11:59 PM
 - Sunday September 11th, 2016 from 10:00 AM to 11:59 PM

When open to traffic, Sinatra Drive will maintain one lane, northbound only, with a minimum of 16 feet for travel.

- 13) Vehicular traffic shall be denied travel from Wednesday, September 7th, 2016 6:00 PM though Sunday, September 11th, 2016 11:59 PM on the following streets:
 - 5th Street from River Drive to Sinatra Drive
 - Sinatra Drive from 3rd Street to 4th Street

The Signal & Traffic Division shall notify motorists of parking regulations by the posting of temporary/emergency no parking signs.

The Police Department shall enforce street closures.

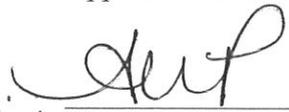
WHEREAS, The City Council of the City of Hoboken endorses this program provided the Hoboken Italian Festival, Inc. secure all the necessary permits, licenses and insurance in a form to be approved by Corporation Counsel;

NOW THEREFORE, BE IT RESOLVED, The City Council hereby grants permission to the Hoboken Italian Festival, Inc. to conduct its feast and fireworks display on the above dates and wishes them success for a happy event subject to the applicant's compliance with all requirements regarding permits, licenses and insurance and further subject to the approval of the U.S. Coast Guard.



City Clerk

Approved As to Form:


Acting Corporation Counsel

Meeting Date: June 15, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
Jen Giattino, Council President	✓			

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

JUN 15 2016



 CITY CLERK

Introduced by: 
Seconded by: 

38

CITY OF HOBOKEN
RESOLUTION NO.

:_

RESOLUTION TO EXTEND A PILOT PROGRAM, UNDER HOBOKEN CODE SECTION 168-51D, FOR EXTENDED HOURS AT PROPERLY LICENSED SIDEWALK CAFES

WHEREAS, the City of Hoboken's restaurants are typically slower in the summer months and the weather lends itself to outdoor dining: and,

WHEREAS, extending the hours of operations of sidewalk cafes during summer months will allow for an extra hour of outdoor dining for residents and visitors; and

WHEREAS, the June Pilot program determined the extended hours in summer months to be beneficial to the community and businesses.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby continues to authorize operating hours from 8AM until 11:00PM for properly licensed sidewalk cafes, pursuant to Hoboken Code Section 168-51D, on all dates in June, July, August and September except those expressly listed below which shall be authorized for extended hours as described herein.

BE IT FURTHER RESOLVED that the City Council hereby authorizes extended operating hours from 8AM until 12:00AM (midnight), without any change in the hours of service of alcoholic beverages, under Hoboken Code Section 168-51D, for properly licensed sidewalk cafes on the following dates:

- June 30th, July 1st, 2rd, 7th, 8th, 9th, 14th, 15th, 16th, 21st, 22rd, 23rd, 28th, 29th, 30th, August 4th, 5th, 6th, 11th, 12th, 13, 18^h, 19th, 20th, 25th, 26th, 27th, September 1st, 2rd, and 3rd of 2016
- **BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and the City Clerk for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT FURTHER RESOLVED this pilot resolution shall have no effect on the noise control ordinance or its enforcement, regulations, or prohibitions in Chapter 133 of the City Code; and,

BE IT FURTHER RESOLVED that this pilot shall take effect immediately, and shall terminate on Sept 4, 2016.

Meeting date: June 15, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Quentin Wiest
Esq. Business Administrator

Achig Acosta Proho
Achig Acosta Proho
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco		✓		
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello		✓		
Ruben Ramos, Jr.	✓			
Michael Russo	✓	✓		
President Jennifer Giattino	✓			

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

JUN 15 2016

James J. Sarcia

CITY CLERK

Introduced by: OP
Seconded by: [Signature] 39

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**Inserting a Special Item of Revenue into the CY 2016 Municipal Budget
MUNICIPAL COURT ALCOHOL EDUCATION REHABILITATION
ENFORCEMENT CY 2016**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of Appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of \$2,477.69 from State of New Jersey, Administrative Office of the Courts and wishes to amend its CY 2016 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director Of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2016 in the sum of.....\$2,477.69 This is now available as revenue from:

Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
State Alcohol Ed Rehab DWI \$2,477.69

NOW, THEREFORE, BE IT RESOLVED that the like sum of \$2,477.69 be and the same is hereby appropriated under the caption of:

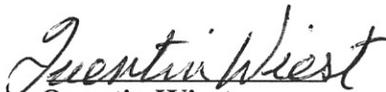
General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:
State Alcohol Ed Rehab DWI
Other Expenses \$2,477.69

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

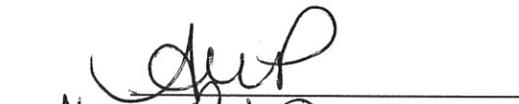
MEETING DATE: June 15, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	//			
President Giattino	/			

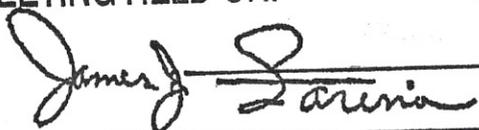
REVIEWED BY:


 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Alysia Proho, Esq.
 Acting Corporate Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 15 2016



 CITY CLERK

GLENN A. GRANT, J.A.D.
Acting Administrative Director of the Courts

www.njcourts.com • Phone: 609-984-0275 • Fax: 609-984-6968

MEMORANDUM TO: Municipal Treasurer
FROM: Glenn A. Grant, J.A.D. 
SUBJECT: N.J.S.A. 26:2B-35(b)(3) – Municipal Court Alcohol Education,
Rehabilitation and Enforcement Fund
DATE: May 31, 2016

A municipality is eligible to receive funds from the "Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund" if the number of DWI arrests made in the municipality during 2015 was greater than the number of DWI arrests made in the municipality during the statutorily assigned base year. N.J.S.A. 26:2B-35.

The Administrative Office of the Courts is responsible for collecting these statistics and calculating the amount each municipality receives from the fund. An analysis of your municipality's base year figure and its 2015 DWI arrests indicate that your municipality qualifies to receive such funds this year. The Department of the Treasury will soon issue a check to your municipality in accordance with the statutory formula in the amount set forth on the attached sheet.

Those municipalities receiving funds should be cognizant that the statute expressly provides that these funds must be used solely for the purpose of maintaining the Municipal Courts in their efforts to dispose of DWI cases. This includes "payments to municipal court judges, municipal prosecutors and other municipal court personnel for work performed in addition to regular employment hours[,] "N.J.S.A. 26:2B-35(b)". To assist you in budgeting these funds, please refer to the attached August 20, 1985 memorandum from the Division of Local Government Services. That memorandum indicates that "municipalities may budget such funds as they would a categorical grant-in-aid" (see N.J.S.A. 40A:4-67). As with other such grants, "these funds are to be appropriated as an exception to the Cap Law." As noted, however, use of these funds is restricted to the statutorily specified areas, i.e., for the maintenance of the Municipal Courts. The monies are not intended to replace amounts normally budgeted to fund the operation of a Municipal Court, but rather should be viewed as funding only for the court's additional DWI-related work.

Additionally, please keep in mind the policy that I promulgated on May 18, 2009 that requires preapproval of the Assignment Judge before the expenditure of any DWI Fund monies (as well as any P.O.A.A. monies). Please do not hesitate to contact your municipal court judge or municipal court administrator if you have any questions regarding the preapproval requirement policy.

Any questions on this subject should be directed to Steven Somogyi, Assistant Director, Municipal Court Services Division, at (609) 984-8241.

Attachments

c: Chief Justice Stuart Rabner (w/o attachments)
Assignment Judges (w/o attachments)
Presiding Judges – Municipal Court (w/attachments)
Municipal Court Judges (w/attachments)
Timothy Cunningham, Director, Div. of Local Government Services (w/o attachments)
Steven D. Bonville, Chief of Staff (w/o attachments)
Jennifer M. Perez, Director (w/o attachments)
Steven Somogyi, Assistant Director, MCSD (w/o attachments)
Melaney Payne, Special Assistant (w/o attachments)
Ann Marie Fleury, Special Assistant (w/o attachments)
Trial Court Administrators (w/o attachments)
Jorge F. Carmona, Municipal Auditor, NJ Div. of Local Government Services (w/o attachments)
Municipal Division Managers (w/attachments)
Municipal Court Directors and Administrators (w/attachments)



363 West State Street
CN 803
Trenton, N.J. 08625-0803

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES

August 20, 1985

MEMORANDUM

TO: Robert D. Lipscher, Director
~~Administrative Office of the Courts~~

FROM: Barry Skokowski, Director
Division of Local Government Services

SUBJECT: Municipal Court Administration Reimbursement Fund
(P.L. 1983 c.531)

This is in response to inquiries from members of your staff as to how municipalities are to budget monies paid from the referenced fund.

Please be advised that municipalities may budget such funds as they would a categorical grant-in-aid. Anticipation of revenues from this source requires prior written consent pursuant to N.J.S. 40A:4-25, or N.J.S. 40A:4-67. Appropriations of this revenue must fall within the areas specified in the law treating the fund - ". . . for the purpose of maintaining [the] municipal court which may include payments to municipal prosecutors and other municipal court personnel for work performed in addition to regular employment hours" (P.L. 1983, c531, section 5.b.(3)).

As is the case with other categorical grants-in-aid, these funds are to be appropriated as an exception to the CAP law (N.J.S. 40A:4-45.1 et seq.).

cc: John Podeszwa, Project Director
N.J. Administrative Office of the Courts

Joseph Scrivo, Bureau Chief
Bureau of Financial Regulation and Assistance



2015 DWI DISBURSEMENTS						
JANUARY 1 - DECEMBER 31, 2015						
NJSA 26:2B-35						
			FILINGS	FILINGS	2015	
		MUNICIPALITY	Court Code	BASE YR.	2015	BASE YR.
\$3,988.47	0818	WASHINGTON TWP	0818	91	157	66
\$664.75	0820	WEST DEPTFORD TWP	0820	55	66	11
\$1,601.43	0824	WOOLWICH	0824	9.5	36	26.5
\$21,181.20		COUNTY TOTAL				
HUDSON COUNTY						
\$3,505.02	0903	GUTTENBURG TOWN	0903	4	62	58
\$1,692.08	0904	HARRISON TOWN	0904	27	55	28
\$2,477.69	0905	HOBOKEN CITY	0905	59	100	41
\$3,686.32	0908	NORTH BERGEN TWP	0908	51	112	61
\$906.47	0909	SECAUCUS TOWN	0909	75	90	15
\$6,405.73	0910	UNION CITY	0910	82	188	106
\$4,834.51	0912	WEST NEW YORK TOWN	0912	21	101	80
\$23,507.82		COUNTY TOTAL				
HUNTERDON COUNTY						
\$2,598.55	1027	CLINTON	1027	54	97	43
\$2,417.26	1009	FLEMINGTON BORO	1009	11	51	40
\$966.90	1017	LAMBERTVILLE CITY	1017	27	43	16
\$4,774.08	1022	READINGTON TWP	1022	30	109	79
\$60.43	1023	STOCKTON BORO	1023	3	4	1
\$423.02	1025	UNION TWP	1025	47	54	7
\$60.43	1026	WEST AMWELL TWP	1026	25	26	1
\$11,300.67		COUNTY TOTAL				
MERCER COUNTY						
\$9,427.30	1103	HAMILTON TWP	1103	95	251	156
\$3,746.75	1104	HIGHTSTOWN BORO	1104	24	86	62
\$3,746.75	1107	LAWRENCE TWP	1107	62	124	62
\$2,779.84	1110	PRINCETON	1110	53	99	46
\$8,158.24	1111	TRENTON CITY	1111	280	415	135
\$3,384.16	1113	WEST WINDSOR TWP	1113	28	84	56
\$31,243.04		COUNTY TOTAL				
MIDDLESEX COUNTY						
\$2,477.69	1201	CARTERET BORO	1201	52	93	41
\$1,933.81	1203	DUNELLEN BORO	1203	33	65	32
\$9,185.57	1204	EAST BRUNSWICK TWP	1204	145	297	152
\$1,450.35	1205	EDISON TWP	1205	167	191	24
\$1,571.22	1206	HELMETTA BORO	1206	4	30	26
\$725.18	1207	HIGHLAND PARK BORO	1207	30	42	12
\$362.59	1211	MIDDLESEX BORO	1211	33	39	6
\$4,774.08	1214	NEW BRUNSWICK CITY	1214	137	216	79
\$725.18	1215	NORTH BRUNSWICK TWP	1215	51	63	12
\$3,505.02	1216	PERTH AMBOY	1216	60	118	58

Introduced by: NIV
 Seconded by: Patricia Lombardi

90

CITY OF HOBOKEN
 RESOLUTION NO. : ___

**RESOLUTION TO REFUND HANDICAPPED PARKING APPLICATION FEE TO APPLICANT
 PATRICIA LOMBARDI IN THE AMOUNT OF \$125.00**

WHEREAS, The Subcommittee for Handicapped Parking denied approval of the application of the below listed individual.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken, that a warrant be drawn on the City Treasury to the order of the following name for the sum so stated, as reimbursement for the handicapped parking application fee the individual submitted:

NAME	ADDRESS	AMOUNT
Patricia Lombardi	723 Adams Street	\$125.00

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer, Corporation Counsel, and the CFO for action, including a warrant for payment to the above mentioned individual, in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: June 15, 2016

APPROVED:

Quentin Wiest
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

Alycia Proko, Esq.
 Corporation Counsel

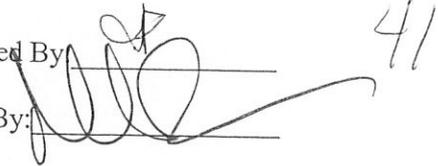
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 15 2016

James J. Sarunia
 CITY CLERK

Introduced By

Second By:



**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF TAX APPEALS
STATE TAX COURT**

WHEREAS, an overpayment of taxes has been made on property listed below; and

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refund be made;

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury

made payable to the following totaling \$274,643.50

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Schneck Law Group LLC 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	100/1	1017-1031 Jefferson St	2009	\$35,912.00
Schneck Law Group LLC 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	100/1	1017-1031 Jefferson St	2010	\$47,450.00
Schneck Law Group LLC 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	100/1	1017-1031 Jefferson St	2011	\$62,383.50
Schneck Law Group LLC 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	100/1	1017-1031 Jefferson St	2012	\$64,125.00

Schneck Law Group LLC
 301 South Livingston Avenue, Suite 105
 Livingston, NJ 07039

100/1

1017-1031 Jefferson St

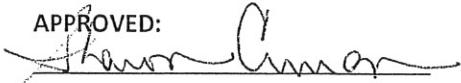
2013

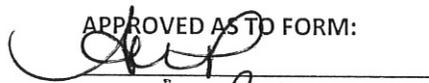
\$64,773.00

Meeting date: June 15, 2016

APPROVED:

APPROVED AS TO FORM:





Sharon Curran
 Tax Collector

Acting Alysia Proko
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 15 2016


 CITY CLERK

Introduced By: _____ 45
 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 \$4,430.00

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Steven Fahmie 37 Bridge Street, Apt. 5C Brooklyn, NY 11201	252/1	220 Eleventh St	1/16	\$4,430.00

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 15 2016

Meeting date: June 15, 2016

 James J. Scarpia
 CITY CLERK

APPROVED:

 Sharon Curran
 Tax Collector

APPROVED AS TO FORM:

 Alysia Proko
 Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

Sponsored by: JPPZ

Seconded by: [Signature]

City of Hoboken

Resolution No. _____

BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Regular meeting of the City Council of **May 4, 2016** have been reviewed by the Governing Body, and are hereby approved by the Governing Body, and said Meeting Minutes shall now be made public, except to the extent said minutes include closed execution session discussions, which shall remain confidential until the need for confidentiality no longer exists, at which point the matters discussed therein will be made available to the public in accordance with applicable law.

Approved as to substance:

Approved as to form:

[Signature]
City Clerk

[Signature]
Acting Corporation Counsel

Meeting Date: June 15, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

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

JUN 15 2016

James J. Sarcina
CITY CLERK

Introduced By: *Daniel M...* 4/1
 Second By: *J...*

CITY OF HOBOKEN
 RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN THE CITY OF HOBOKEN AND STEVENS INSTITUTE OF TECHNOLOGY FOR OPERATION OF THE CY2016 HOBOKEN JUNIOR POLICE ACADEMY PURSUANT TO THE ATTACHED AGREEMENT

WHEREAS, the City of Hoboken wishes to conduct its annual Hoboken Junior Police Academy; and,

WHEREAS, the purpose of the Academy will be to teach, instruct, and develop the interests and skills in conflict resolution, law enforcement, physical fitness and police training of individuals between the ages of 12 years old and 15 years old; and,

WHEREAS, Stevens Institute owns educational and athletic facilities located in Hoboken, New Jersey; and,

WHEREAS, Stevens Institute is willing to make these facilities available to the City of Hoboken for the purpose of operating the CY2016 Junior Police Academy, pursuant to the attached agreement.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Hoboken hereby authorizes the Administration to contract with Stevens Institute for said services, in accordance with the attached agreement, and further authorizes the Mayor or her designee to execute and effectuate the attached or one substantially similar without any substantive changes.

Meeting date: June 15, 2016

APPROVED:

Quentin Wiest
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

Alysia P..., Esq.
 Alysia P...
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 15 2016

James J. S...
 CITY CLERK

AGREEMENT

This **AGREEMENT** (hereinafter referred to as this “**Agreement**”) is effective as of July 11, 2016 (hereinafter “**Effective Date**”) by and among **Stevens Institute of Technology**, a non-profit corporation organized and existing under the laws of the State of New Jersey (hereinafter referred to as “**Stevens**”) and the City of Hoboken, a municipal corporation existing under the laws of the State of New Jersey (hereinafter referred to as “**Camp Operator**”). Stevens and Camp Operator are sometimes referred to herein collectively as “parties” and individually as a “party.”

WHEREAS, Stevens owns educational and athletic facilities located in Hoboken, New Jersey;

WHEREAS, Camp Operator wishes to use Stevens’ facilities identified in this Agreement to conduct a “Hoboken Junior Police Academy” on the terms and conditions set forth in this Agreement; and

WHEREAS, Stevens is willing to make these facilities available to Camp Operator for the purposes set forth in this Agreement;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Permitted Use of Facilities; Fee

A. The Camp Operator shall have the right and license to use, solely for the purposes designated in paragraph (B) below, the facilities described in paragraph (D) below (the “Facilities”) from July 11, 2016 until July 15, 2106 pursuant to the schedule in paragraph (D) below.

B. Camp Operator shall use the Facilities to host a youth police academy for individuals between the ages of 12 years old and 15 years old. The purpose of this camp will be to teach, instruct, and develop the Camp participants’ interests and skills in conflict resolution, law enforcement, physical fitness and police training. Camp activities shall consist of:

- (i) Physical fitness drills and
- (ii) Educational seminars

C. Camp Operator shall use the Stevens Facilities authorized by this Agreement solely for the purposes and uses described in this Agreement and solely during the times and dates authorized by this Agreement. Any use by Camp Operator that is not authorized by this Agreement, or the use of any Stevens facility not authorized by this Agreement, or any use during a time or date not authorized by this Agreement, shall constitute a breach of this Agreement.

D. Camp Operator shall be permitted to use, pursuant to the terms of this Agreement, the Walker Gymnasium, the Athletic Training Center, Hayden Hall Lounge, and one classroom to be designated by Stevens on the following dates between the hours of 9:00AM and 3:00PM:

- 1) July 11, 12, 13, 14 and 15, 2016

E. On the dates authorized in paragraph (D) above, Camp Operator and any of its participants are permitted to enter the Facilities no more than 15 minutes prior to the beginning of the allotted time authorized in paragraph (D) above and shall exit the Facilities no later than 15 minutes after the conclusion of the time period authorized in paragraph (D) above.

F. Stevens shall make available the Schaefer Center Athletic Training Room (the "Training Room") to be used by the designated Health Director of the Camp. Prior to the first day of Camp, the Health Director shall meet with a member of the Stevens athletic staff for briefing on the Camp's permitted use of the facility and the supplies contained within it, as well as the procedures for coordination of concurrent use by Stevens and by other camps. The Health Director shall only use the Training Room during Camp hours, shall use the Training Room solely for the purpose of fulfilling his or her duties as the Health Director of the Camp and for no other purpose, and shall comply with all instructions, limitations, and or procedures the Stevens athletic staff or other Stevens personnel may require, so long as such do not conflict with applicable laws, regarding the use of the Training Room. The Training Room may contain certain supplies belonging to Stevens; the Camp Operator is solely responsible for providing supplies required by applicable law and will, to the extent it uses supplies belonging to Stevens, promptly replace such supplies.

G. Camp Operator shall not receive any dining services from Stevens, and Camp Operator shall be solely responsible for providing Camp participants with meals. Camp Operator shall ensure compliance with all federal, state, and local laws and regulations regarding provision of food and beverage.

H. Camp Operator's use of Stevens' Facilities shall, at all times, be non-exclusive and pursuant to the schedule in paragraph (D) above. Camp Operator shall cooperate with, and share its use of the Facilities with, other persons or groups authorized to use Stevens' Facilities including, without limitation, other Stevens' programs.

I. Stevens shall provide to the Facilities, at its own expense, basic utilities and maintenance services of the type Stevens regularly provides to such Facilities. Stevens shall not be responsible for the provision or cost of (i) any service in type or amount beyond those it normally provides to Stevens' facilities, (ii) any extra utilities utilized by Camp Operator, or (iii) any other service not agreed to in writing by the parties to this Agreement.

J. Notwithstanding anything in this Agreement to the contrary, Stevens shall have the right to cancel Camp Operator's use of the Facilities for any day and/or time specified in paragraph (D) above, upon not less than twenty-four (24) hours prior notice. Stevens shall attempt to arrange for Camp Operator to use an alternate Stevens' facility, but shall be under no obligation to do so.

2. Operation of Facilities

A. Camp Operator shall have sole responsibility for the operation and control of all Camp Operator activities. Stevens does not, in any way, undertake or assume to control, supervise, or interfere with the manner in which Camp Operator's activities are carried out including, without limitation, all such activities occurring in the Facilities or elsewhere. Camp Operator is solely and entirely responsible, at all times, for operation and supervision of all Camp Operator events and activities, and for the supervision and safety of all Camp Operator employees, participants, contractors, vendors, agents, and all other individuals associated with Camp Operator. Camp Operator is solely responsible for the supervision and safety of all Camp participants for the entire time the participants are on Stevens' premises, including but not limited to those times that may be prior to and/or subsequent to the authorized activity times specified in this Agreement.

B. Camp Operator shall have sole responsibility for ensuring compliance with all requirements of federal, State of New Jersey, and local laws and regulations applicable to the Camp or the Camp's use of the Facilities including, without limitation, the New Jersey Youth Camp Standards, N.J.A.C. 8:25 (hereinafter "Camp Standards") which include, but are not limited to, the following:

- (i) Obtain a certificate of approval from the New Jersey Department of Health and Senior Services and provide a copy of such certificate to Stevens no later than a month prior to the first day of Camp.
- (ii) Develop and maintain the written policies and procedures as required by the Camp Standards including, but not limited to, the following:
 - a. Disciplinary
 - b. Personnel
 - c. Job descriptions
 - d. Emergency (Camp evacuations, fires, natural disasters, lost campers, serious accidents, illness or injury, first aid, infection control, and blood borne pathogen)
 - e. Daily health supervision
 - f. Inclement weather
- (iii) Each policy listed in (2)(B)(i) shall be delivered by Camp Operator, one month prior to the Camp start date, to Jason Cappadoro, Business Manager of Athletics, and shall be subject to review by Stevens to ensure compatibility with Stevens' emergency protocols and related policies.
- (iv) Designate a Camp Director who is at least 21 years old with the requisite prior experience and who will be present for all activities of the Camp, and notify Stevens of the identity and full contact information for said Camp Director.
- (v) Conduct an orientation for Camp staff that (a) covers all policies and procedures described under Section (2)(B)(i) of this Agreement and (b) informs staff of their legal duty to recognize and report child neglect and abuse pursuant to New Jersey law.

- (vi) Prior to permitting any Camp employee to enter Stevens' premises, Camp Operator shall conduct a criminal history check for each adult staff member and a sex offender background check for all staff members prior to the first day of Camp.
- (vii) Ensure that the following are available: shelter for campers in case of inclement weather, a place for sick campers to lie down, means of emergency communication, bathroom facilities, and bottled liquids or water fountains.
- (viii) Maintain required Camp staff to camper ratio based on camper age, as designated by the Camp Standards.
- (ix) Ensure that high-risk activities are supervised by a qualified adult high-risk activity specialist who has specialized training in the particular activity.
- (x) Designate a Health Director to run the Camp's medical program, who satisfies the requirements of the Camp Standards, and who will be responsible for proper medical recordkeeping, for the care and treatment of all campers, and for the compliance with all other Health Director duties according to the Camp Standards. Prior to the first day of Camp, the Camp Director shall provide Jason Cappadoro with the name and contact information of the designated Health Director.
- (xi) Obtain a written health history report for each camper from his or her parent or guardian and maintain such report on file on the premises, in accordance with the Camp Standards.
- (xii) Obtain a written health history report from each Camp staff member (or his or her parent or guardian if under the age of 18) and maintain such report on file on the premises, in accordance with the Camp Standards.
- (xiii) Obtain a written parental consent form that authorizes emergency medical treatment from each camper's parent or guardian and maintain such a report on file on the premises.
- (xiv) Make arrangements with a local emergency medical service or ambulance squad for medical transport in the case of an emergency, and notify Stevens of the identity and contact information of such service prior to the first day of Camp.

- (xv) Collect immunization records for each camper and maintain such records on file on the premises.
- (xvi) Obtain authorization from a camper's parent, guardian or prescribing physician before agreeing to administer any prescription medications.
- (xvii) Maintain a medical record for each camper and maintain such record on file on the premises.
- (xviii) Report all serious injuries to the Department's Youth Camp Safety Project and to Stevens' Business Manager within twenty-four (24) hours of injury.

This Section identifies certain provisions of New Jersey law, but is not exhaustive. The Camp Operator shall comply with all requirements of the law, whether or not they are included specifically in this Agreement. Nothing in this Agreement shall be deemed to exempt the Camp Operator from compliance with any duty imposed upon it by law or to impose any such duty instead on Stevens.

C. Additional Requirements

- (i) At no time shall the Camp Operator permit any person who is younger than eight (8) years old to be enrolled in or participate in any activity carried out on Stevens' premises.
- (ii) Camp Operator shall not employ any individual, or permit any employee, contractor or agent of the Camp Operator to enter the Facilities or any premises owned by Stevens, until said individual has passed all requisite criminal and sexual offense background checks in satisfaction with New Jersey law.
- (iii) Camp Operator must provide a letter to Stevens certifying that each employee, contractor or agent of the Camp Operator has undergone the proper background and sexual offense checks prior to the first day of Camp.
- (iv) Camp Operator agrees that it will cause its employees, contractors and agents to conform to and immediately comply with any directions or instructions given by authorized Stevens personnel and with all pertinent rules, regulations, and policies of Stevens, so long as same is not in violation of any applicable federal, state or local law or regulation. The parties acknowledge and agree that Stevens shall have the right to unilaterally bar any person including the Camp Operator or any employee, contractor, vendor or agent of the Camp Operator in the event that Stevens obtains knowledge that any such person is in violation of Section 2(C)(ii).

- (v) Camp Operator shall follow Stevens' rules regulating Camp participant drop-off and pick-up procedures pursuant to Exhibit A to this Agreement.
- (vi) Camp Operator shall not hire any contractor, vendor or outside agent to perform any of its obligations or take any action on Stevens' premises without Stevens' prior written consent and provision of appropriate assurance of insurance coverage satisfactory to Stevens.

3. Parking

Camp Operator is solely and entirely responsible for independently securing parking for all Camp Operator employees, contractors, vendors, agents, participants and all other individuals associated with Camp Operator.

4. Term; Termination

A. The "Term" of this Agreement shall be from the Effective Date to close of the Academy program on July 15, 2016 and shall terminate automatically without notice or further action of either party.

B. Notwithstanding anything to the contrary contained in this Agreement, Stevens shall have the right to immediately terminate this Agreement if (i) Camp Operator fails to maintain insurance as required by this Agreement, (ii) Stevens obtains knowledge that any Camp Operator participant has entered Stevens' premises unaccompanied by an adult, or (iii) if Camp Operator fails to comply with any Federal, State of New Jersey or local law or regulation.

C. If either party materially breaches any term of this Agreement, other than as contemplated by Section 4(B) of this Agreement the non-breaching party may deliver written notice to the breaching party. The breaching party shall use all reasonable efforts to cure such breach within two (2) business days of notice from the non-breaching party, if the breach is capable of cure. If such breach is capable of cure and within such period the breaching party has not cured such breach, the non-breaching party shall have the right to terminate this Agreement upon further written notice.

D. Immediately upon termination pursuant to this Section 4, Camp Operator and all employees, participants, agents, contractors and vendors of Camp Operator shall discontinue use of and immediately vacate Stevens' premises.

E. Upon termination of this Agreement for any reason, or upon the expiration of the term of this Agreement, neither party shall be relieved from performing obligations which are considered continuing obligations, and which were incurred prior to such termination or expiration. The provisions of Sections 5, 6, 7, 8, 9, 10, and 11 shall be considered continuing obligations, and shall survive any termination of this Agreement.

5. Damage to Property/Property Loss

Camp Operator agrees to and hereby does assume full responsibility for any loss of or damage to any property, equipment, or facilities belonging to Stevens that is occasioned by, or in any way results from, the use of Stevens' Facilities, or of any adjacent or contiguous property by or in connection with Camp Operator's use including, without limitation, by Camp Operator or any employee, agent, contractor, vendor or participant associated with Camp Operator. Unless a health or safety risk is presented by the loss or damage, Stevens shall provide notice of loss or damage to Camp Operator and provide Camp Operator with twenty (20) days to repair or remedy the loss or damage, during which time Stevens shall provide Camp Operator with any and all necessary access for remediation. If Camp Operator fails to repair or remediate any loss or damage hereunder or if a health or safety risk requires immediate attention, Stevens may, in its sole discretion, repair or replace such lost or damaged property, equipment or facilities without consultation with or notification to Camp Operator, and Camp Operator shall promptly reimburse and indemnify Stevens for the cost of such repairs or replacement.

6. Insurance and Indemnity

A. Insurance

(i) Throughout the entire term of this Agreement, Camp Operator shall at its sole cost and expense, procure and maintain policies of comprehensive general liability insurance in an amount not less than \$1 million per incident and \$2 million annual aggregate during the period covered by this Agreement, and shall name Stevens as an additional insured. Such comprehensive general liability insurance shall provide (a) personal injury coverage in an amount not less than \$1,000,000; (b) fire damage insurance in the amount of \$300,000 for any one fire; (c) abuse or molestation coverage must be specifically included; and (d) broad form contractual liability coverage for Camp Operator's indemnification obligations under this Agreement.

(ii) The minimum amounts of insurance coverage required under this Section shall not be construed to create a limit of Camp Operator's liability with respect to its indemnification under this Agreement. Camp Operator shall provide Stevens with written evidence of such insurance upon execution of this Agreement and, at any time, upon request of Stevens.

B. Indemnity

Camp Operator agrees to and hereby does fully and completely indemnify Stevens for the conduct of each person who participates in or attends Camp Operator's activities or otherwise makes use of Stevens' Facilities under the terms of this Agreement, and for any and all losses, damages, or injuries of any kind or nature whatsoever (including death resulting therefrom) to all persons, and to all property (including loss of use thereof), caused by, resulting from, arising out of, or occurring in connection with, Camp Operator's activities under the terms of this Agreement. If any person shall make a claim against Stevens for any loss, damage, or injury (including death resulting therefrom) as hereinabove described, Camp Operator agrees to and hereby does indemnify Stevens and hold it safe and harmless from and against any and all loss, expense, liability, damage, or injury, including

attorneys' fees, that Stevens may incur or sustain as the result of any such claim, except where such claim alleges gross negligence, willful conduct, or breach of a statutory duty or obligation by Stevens, or its officers, trustees, agents, or employees. Camp Operator also agrees to and hereby does assume, on behalf of Stevens, the defense of any action or proceeding at law or equity that may be brought against Stevens upon such claim, and to pay all costs and expenses, including attorneys' fees, of whatever nature resulting therefrom and in connection therewith, and to pay on behalf of Stevens, upon demand, the amount of any judgment that may be entered against Stevens in any such action or proceeding, except where such claim alleges gross negligence, willful conduct, or breach of a statutory duty or obligation by Stevens, or its officers, trustees, agents, or employees. All references to Stevens in this paragraph shall include, and all provisions hereof shall inure to the benefit of Stevens' officers, trustees, agents, servants, representatives, and employees.

7. Representations, Warranties and Covenants

Both Parties represent, warrant and covenant that:

- A. The City is a valid municipal corporation duly organized, and Stevens is a valid not for profit corporation duly organized, both validly existing and in good standing under the laws of the State of New Jersey and will remain as such throughout the term of this Agreement;
- B. It has full power, authority and legal right to enter into and execute this Agreement and carry out its obligations hereunder;
- C. Once this Agreement is executed and delivered by Camp Operator, it shall constitute a valid and legally binding Agreement between Camp Operator and Stevens, enforceable against both parties in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforceability of equitable remedies;
- D. There is no indenture, contract, or agreement to which either party is a party or by which that party is bound which prohibits or would prohibit the execution and delivery by that party of this Agreement or the performance or observation by that party of any term or condition of this Agreement;
- E. To the best of each party's knowledge, there is no pending or threatened litigation involving that party which (i) would have any effect on this Agreement or on that party's ability to perform its obligations hereunder, or (ii) involves any claim against that party by any party agent or student or parent of a party agent or student.

8. Use of Stevens Name; No Commercial Activity

- A. Camp Operator shall not use any name, trade name, trademark, service mark, or any other designation of Stevens, including the names or designations of any school, college, division, department, team or other unit associated with Stevens, or any employee of Stevens, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose without the prior written consent of Stevens. Camp Operator understands and agrees that Stevens may use the name and other references to Camp Operator in connection with course catalogue and other informational materials made available to the Stevens' community, including information available via the Internet.

B. Camp Operator shall not, without Stevens' prior written consent, (i) advertise, promote, sell or distribute any product or service on Stevens' premises, or (ii) solicit or utilize any endorsement of any Stevens' employee, student, athlete, or other person affiliated with Stevens in any advertisement, brochure or other promotional material, or (iii) conduct any solicitation or display of political material or material information relating to a political campaign.

9. Notices

A. All notices, requests or instructions hereunder shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid or by telecopy (or like transmission), as follows:

(i) If to Stevens:

Russell B. Rogers, Director of Athletics
Stevens Institute of Technology
Castle Point on Hudson
Hoboken, New Jersey 07030

(a) with a copy to:

Emily Kaczmarek, Business Manager of Athletics
Stevens Institute of Technology
Castle Point on Hudson
Hoboken, New Jersey 07030

and

General Counsel
Stevens Institute of Technology
Castle Point on Hudson, Howe Center, 13th floor
Hoboken, New Jersey 07030

(ii) If to Camp Operator:

Hoboken Police Department
c/o Sergeant John Rodriguez
One Police Plaza
Hoboken, NJ 07030

(a) with a copy to:

Corporation Counsel
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

B. Any of the above addresses may be changed at any time by notice given as provided above; provided, however, that any such notice of change of address shall be effective only upon receipt. All

notices and other communications given to any party to this Agreement in accordance with the provisions of this Section (9) shall be deemed to have been given on the date of receipt, provided that any notice or other communication that is received other than during regular business hours of the recipient shall be deemed to have been given at the opening of business on the next business day of the recipient.

10. Assignment

Neither party may assign, delegate, or transfer at any time to any person any or all of its interest under this Agreement or any or all of its rights or obligations hereunder without the prior written consent of the other party to such assignment, delegation, or transfer. Any purported assignment, delegation, or transfer for which such consent has not been obtained shall be null and void. If consent is granted with respect to an assignment, the assigning party shall not be relieved of any of its obligations hereunder unless such consent specifically so provides.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey applicable in the case of agreements made and to be performed entirely within such State. Each party hereto irrevocably submits to the jurisdiction of the federal or state courts in the State of New Jersey for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby; and each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the federal or state courts in the State of New Jersey, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

12. Miscellaneous

A. This Agreement and all of the provisions contained herein shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or any such terms in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

B. This Agreement is not for the benefit of any third party.

C. The captions and headings of the sections are included in this Agreement are only for the convenience of the parties and shall not be held to be part of this Agreement or be considered in the interpretation of this Agreement or any of its provisions.

D. This Agreement and all Exhibits and Schedules attached to, or referenced in this Agreement, contain the entire agreement between the parties with respect to the transactions contemplated hereby, and supersede all prior understandings, arrangements and agreements, written or oral, with

respect to the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by the party against which it is sought to be enforced.

E. Each of the parties shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby, except as may otherwise expressly be set forth herein. It is expressly understood that the parties are independent of one another and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

F. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed and delivered as of the Effective Date.

STEVENS INSTITUTE OF TECHNOLOGY

By: _____ Date: _____
Name: Nariman Farvardin
Title: President

CITY OF HOBOKEN

By: _____ Date: _____
Name: Dawn Zimmer
Title: Mayor

Exhibit A

Custodial Pick-Up and Drop-Off Procedures

- A. The designated drop-off and pick-up locations for parents and guardians who are driving to campus will be in front of Walker Gymnasium. Parents and guardians should take Fifth Street off Washington Street and then turn left on River Street. Upon reaching Sixth Street, parents and guardians should turn right and enter campus via the gates near the Babbio Center. Walker Gymnasium is directly up the hill from these gates. Parents are not permitted to leave their vehicles at Walker Gymnasium and walk their camper to the facility where the Camp is taking place. Camp instructors or coaches will be present at the drop-off and pick-up location outside Walker Gymnasium. Parents may not use the 8th Street parking lot as a drop-off or pick-up location. In the event that a parent needs to park on campus, the Babbio Center parking garage may be used for drop-off or pick-up. The Babbio Center parking garage is accessible off Sinatra Drive.

- B. Camp Operator shall not permit any camper to leave Stevens' premises with anyone other than his or her parent or guardian unless the Camp Operator has obtained written documentation from the parent or guardian authorizing another person to pick up the camper.