COUNTY OF BERGEN

CONTRACT

CONTRACT NUMBER: **CDBGCV-HDC-23**

TERM OF CONTRACT: **10/01/23-9/30/24**

ACCOUNT NUMBER: **21-213-751-205-53-31**

CONTRACTOR: **Housing Development Corporation of Bergen County**

PROGRAM: **Rental Assistance Transition from ESG-CV to CDBG-CV**

Contract Pages 1 to 11 and attachments A through M

COUNTY OF BERGEN

Contract Number **CDBGCV-HDC-23**

CONTRACT SUMMARY SHEET

Contractor Information

Name: Housing Development Corporation of Bergen County

Address: 1 Bergen County Plaza 2nd Floor, Hackensack, New Jersey 0601

Chief Executive Officer: Lynn Bartlett

Chief Financial Officer: Lynn Bartlett

Contact Person: Lynn Bartlett **Phone No.** (201) 336-7607

Vender I.D.: 701188 **Federal Identification No.:** 22-2245961

DUNS #: 610941739 **CCR: 5R9H6**

County Information

Department: Administration & Finance

Division: Community Development

Address: One Bergen Plaza-4th Floor Hackensack, NJ 07601

Contact Person: Angela Drakes Phone: (201) 336-7225

Source of Funds

	Amount	Account Number	Account Title
State:			
Federal:	**$575,000**	21-213-751-205-53-31	Rental Assistance Transition from ESG-CV to CDBG-CV
County:			
Other:			
Municipal:			
Total:	$575,000		

Program Information

Program Name: Rental Assistance Transition from ESG-CV to CDBG-CV

Site Address: One Bergen County Plaza 2nd Floor, Hackensack, New Jersey 07647 **Phone No.:** (201) 336-7607

Program Contact Person: Lynn Bartlett **Title:** Executive Director

Email Address: lbartlett@habcnj.org

Purpose: Rental assistance to ESG-CV clients not eligible for regular ESG funding.

COUNTY OF BERGEN

Contract Number: **CDBGCV-HDC-23**
SIGNATURE SHEET

The parties hereto acknowledge this Contract Number **CDBGCV-HDC-23**, consisting of pages 1 - 11, consecutively, and attachments A thru M .

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this contract as of 10/01/23.

FOR CONTRACTOR USE ONLY:

ACCEPTED AND AGREED:

Housing Development Corporation of Bergen County
(Contractor/Organization)

By: ______________________

Print Name: Lynn Bartlett

Title: Executive Director

______________________ Date 11/13/2023
(Secretary to the Board/Governmental Clerk)
ATTEST: (Affix Seal)

FOR COUNTY USE ONLY:

COUNTERSIGNED:
Community Development
(Department, Division)

By ______________________ Date: 12.19.2023
Robert G. Esposito, Director

By ______________________ Date: 01/24/2024
James J. Tedesco III, County Executive or Thomas J. Duch Esq., County Counsel/County Administrator

ATTEST: ______________________ Date: 01/24/2024
(Affix Seal)

The aforementioned **CONTRACT** has been reviewed and approved as to from

COUNSEL, COUNTY OF BERGEN

By: ______________________ Date: 1/23/24

COUNTY OF BERGEN

Contract Number: **CDBGCV-HDC-23**

DEFINITIONS

For the purposes of this document, the following terms shall have meanings as stated:

1. **Contract** means this document, the Attachment(s) and any additional appendices (including any approved assignments, subcontracts or modifications) and all supporting documents.

2. **Contractor** means party entering into contract with the County of Bergen.

3. **County** means County of Bergen.

4. **Notice** means an official written communication between the County of Bergen and the Contractor. All notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose In the Attachment(s) or such other persons as either party may designate in writing.

5. **Termination** means an official cessation of this contract, resulting either from routine expiration or from action taken by the County of Bergen or the Contractor, in accordance with provisions contained in this contract, to nullify the contract prior to the terms.

COUNTY OF BERGEN

Contract Number: **CDBGCV-HDC-23**

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COUNTY OF BERGEN

Contract Number CDBGCV-HDC-23

GENERAL PROVISIONS

THIS CONTRACT, entered into this 1st day of October,2023 by and between the County of Bergen, hereinafter referred to as the "COUNTY" ; and

Name: Housing Development Corporation of Bergen County

Address: One Bergen County Plaza – 2nd Floor, Hackensack, NJ 07601

hereinafter referred to as the "CONTRACTOR".

Witnesseth That:

1. **Term of contract.** This CONTRACT shall be effective as of the later 1st day of October, 2023, and shall terminate no than the 30th day of September, 2024.

2. **Compliance with Existing Laws.** The CONTRACTOR, in order to induce the County to award this contract, agrees to comply with all Federal, State, County and Municipal laws, rules, and regulations generally applicable to the activities in which the CONTRACTOR is engaged in the performance of the contract.

These laws, rules, and regulations include, but are not limited to the following:

Federal Office Management and Budget (OMB) documents:

2 CFR Part 200- (200.0 to 200.521) Regulations "**as now in effect and as may be amended from time to time".**
Subpart A: Acronyms and Definitions 200.0 -200.99
Subpart B: General Provisions – 200.100 -200.213
Subpart C: Pre Federal Awards Requirements and Contents of Federal Awards- 200.200 -200.213
Subpart D: Post Federal Awards Requirements- Standards for Financial and program Management; property Standards; Procurement Standards; Performance and Financial Monitoring and Reporting; Sub recipients Monitoring and Management Records Retention and Access; Remedies for Non Compliance; Closeout, Post Closeout Adjustments and Continuing Responsibilities and Collection of Amounts Due – 200..300 – 200.345
Subpart E: Cost Principles – 200.400 -200.475
Subpart F: Audit Requirements - 200.500-200.521

Conflict of Interest (24 CFR 570.611) Applicability:

1. In the procurement of supplies, equipment, construction and services by recipients and sub recipients, this conflict-of-interest provisions in 2 CFR 200.317 and 200.318 shall apply.

2. A conflict of interest exists under 24 CFR § 570.611 if the conduct at issue is within the scope of HUD Regulations, the interested party is a "covered person," and the conflict of interest is prohibited. *See* 24 CFR § 570.611. This rule covers conflicts of interest in the "provision of assistance to individuals, businesses, and other private entities under eligible activities (e.g., rehabilitation, preservation, and other improvements; or grants, loans, and other assistance to businesses, individuals and other private entities." 24 CFR § 570.611(a)(2). A covered person is "any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part." 24 CFR § 570.611(c). Finally, in pertinent part, 24 CFR § 570.611 provides:

(a) Conflicts prohibited. The general rule is that no [covered persons] who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

(b) Persons covered: the conflict-of-interest provisions of (a)applies to any person who is an employee, agent, consultant, officer or elected official or appointed official of the recipient, or of any designated public agencies or a subrecipients that are receiving funds under this part.

New Jersey State Officer of Management and Budget documents:

Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments

State Grant Compliance Supplement

Local Public Contracts Law

Failure to comply with the laws, and regulations shall be grounds for terminations of the agreements

3. **Termination and Suspension.** The following definitions shall apply for the purposes of this section:

I. Termination - The termination of this contract means the cancellation of assistance, in whole or part, under this contract at any time prior to the date of completion.

II. Suspension - The suspension of a contract is an action by the County which temporarily suspends assistance under the contract pending corrective action by the CONTRACTOR or pending a decision to terminate the contract by the County.

III. Disallowed Costs - Disallowed costs are those charges which the County or its representatives determine to be beyond the scope of the purpose of this contract, excessive, or otherwise unallowable.

A. When the CONTRACTOR has failed to comply with contract stipulations, standards, or conditions, the County may suspend the contract and withhold further payments; prohibit the CONTRACTOR from incurring additional obligations of funds allocated hereunder pending corrective action by the CONTRACTOR; or decide to terminate the contract in accordance with paragraph B below.

B. The County may terminate the contract in whole, or in part whenever it is determined that the CONTRACTOR has failed to comply with the conditions of this contract. The County shall promptly notify the CONTRACTOR, in writing, of the determination and the reasons for the termination together with the effective date. Reasons may be one or more, but not limited to paragraphs (1) thru (8) listed below. Payments made to the CONTRACTOR or recoveries by the County under the contract terminated for cause shall be in accord with the legal rights and liability of the parties.

(1) Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the COUNTY who has directly participated in the negotiation or approval of this CONTRACT;

(2) Discovery of any pecuniary of personal interest by the CONTRACTOR, its employees, voluntary employees, its Officers, its Trustees, or its Directors in the Program, or in any contract emanating from the operation of this program;

(3) Failure, for any reason of the CONTRACTOR to satisfy its obligations under this CONTRACT;

(4) Submission by the CONTRACTOR to the County, reports that are incorrect or incomplete in any material respect; if not amended within 10 Business Days;

(5) Any improper or inefficient use of funds, provided under the CONTRACT;

(6) Failure of the CONTRACTOR to permit the Bergen county Executive or His/Her Designee to make an inspecting of the administrative or operational facilities of the Program;

(7) Conduct or acts of the CONTRACTOR and/or its staff which are detrimental to the objectives of this Program;

(8) Any violation of the New Jersey Conflict of Interest Law, N. J. S. A. 52:13D - 12 et seq.

C. The County and the CONTRACTOR may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination condition including the effective date and in case of partial terminations, the portion to be terminated. The CONTRACTOR shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

D. In the event the funds required by the parties from local, State and Federal sources are not obtained and continued at an aggregate level sufficient to allow for the provision of the indicated quantity of service, the obligation of each party hereunder shall thereupon be reduced, or in the case of a complete failure of funds, terminated, provided that any termination of this CONTRACT shall be without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

E. If the COUNTY determines to terminate this CONTRACT for any of the aforementioned reasons, it shall promptly notify the CONTRACTOR in writing of the determination and the reasons for the termination together with the effective date. Before termination, the COUNTY may, in its sole discretion, allow the CONTRACTOR the opportunity to correct any non-compliance under this CONTRACT by notifying the CONTRACTOR that said non-compliance may be corrected within a time period specified by the COUNTY and that failure to correct non-compliance shall result in termination of this CONTRACT.

F. Upon termination of this CONTRACT, the CONTRACTOR shall forthwith return all unexpended proceeds of the grant to the COUNTY.

4. **Retention of Records.** The CONTRACTOR agrees to retain all records relevant to this CONTRACT for three years after final payment unless an audit is in progress or exceptions have not been resolved and State and County auditors and any other person duly authorized by the COUNTY shall have full access to and the right to examine any of the said documents during the three year period. Any claimed waiver of these rights or privileges must be documented in writing.

5. **Scope of Services.** The CONTRACTOR will be responsible for the administration of the Program and will utilize the Grant Funds to undertake the Program as described in Attachment "A", which is annexed hereto and made a part hereof.

Funds available under this CONTRACT will be applied toward the specific activities enumerated in Attachment "A".

6. **Compensation.** The COUNTY shall grant to the CONTRACTOR a sum not to exceed the total amount covered by this CONTRACT. The CONTRACTOR shall expend Program funds in accordance with the Approved Budget as set forth in Attachment "B", which is annexed hereto and made a part hereof. The CONTRACTOR is permitted, with the prior written approval of the County, to transfer funds of the approved Budget in an amount not to exceed (5) percent of the Contract amount between Sections of the Budget.

Not Withstanding this provision, it is understood and agreed the CONTRACTOR may not expend or obligate any amount in excess of the Total Approved Budget.

7. **Method of Payment.** The COUNTY shall make payments under this CONTRACT upon the submission of a properly executed County of Bergen Direct Voucher, together with such other documentation as may be required. The manner and form of such submissions hall be in accordance with the procedures described in Attachment "C", which is annexed hereto and made a part hereof.

8. **Personal Property.** If Property, including but not limited to equipment and supplies, is purchased by the CONTRACTOR for less than $100.00 per item and is utilized for 3 consecutive years from the date of said acquisition for approved contract purposes, title to said property shall vest in the CONTRACTOR. If Property, including but not limited to equipment and supplies is purchase by the CONTRACTOR for less than $100.00 per item and is utilized for less than 3 years from the date of said acquisition for approved contract purpose, title to said property shall revert to the County at the sole discretion of the County.

Property including but not limited to equipment and supplies costing more than $100.00 per item at the time of acquisition, shall be utilized and retained by the CONTRACTOR for approved contract purposes as long as said property is utilized for purposes consistent with the terms and purpose of this contract. If and when the CONTRACTOR fails to utilize property in accordance with the above, title and possession shall immediately revert to the County.

9. **Unexpended Fund Balances.** The CONTRACTOR may incur costs only during the period set forth in paragraph No. 1 on page 6 of this CONTRACT. Expenditures made before or after these dates hall be disallowed. Any unexpended or unencumbered fund balance remaining shall be returned to the COUNTY within sixty (60) days from the termination of the contract. The COUNTY, at its discretion, may authorize the CONTRACTOR to use the unexpended grant funds.

In no event shall the CONTRACTOR use unexpended grant funds after the contract period without the express written approval of the COUNTY.

10. **Assignability.** The CONTRACTOR shall not subcontract any of the work or services by this CONTRACT, not shall any interest in the CONTRACT be assigned or transferred, except as may be provided within the terms of this CONTRACT or the express written approval of the COUNTY.

11. **Acquisition of Real Property and Rehabilitation.** The following provisions and conditions are applicable to the expenditure of grant monies in any amount for the acquisition of real property and rehabilitation.

A. The premises will not be sold at any time to any other corporation or individual without the express written approval of the County Executive. Any approved sale will be in accordance with applicable federal, state, and local laws and regulations in effect at the time of the sale. The County will be entitled to compensation from the sale in accordance with those regulations in an amount equal to the County's pro rata contribution to the fair market value of the property.

B. In the event that the premises cease to be used at any time for the purpose intended hereunder, the county will have the right to seek the return of a pro rata portion of its grant monies in accordance with applicable federal regulations in force at that time. Any change in use of the facility must also be made in accordance with applicable federal regulations.

C. It is understood and agreed by the parties hereto, that the County reserves the right to record this contract

12. **Insurance.** This CONTRACT shall not take effect and the CONTRACTOR shall not commence work under this CONTRACT until all insurance required hereunder and certificates of proof have been furnished to the COUNTY.

The CONTRACTOR shall indemnify and hold the County, its employees and agents, harmless from any and all loss, liability or damage of any kind whatsoever, including but not limited to reasonable attorneys' fees and court costs arising out of or in any manner occasioned by breach by CONTRACTOR, its agents, employees, servants or subcontractors, of any covenant, term and/or condition of this contract, or by the negligence, improper conduct, intentional acts or omission of the CONTRACTOR, its agents, employees, servants or subcontractors. The required amount of insurance is set forth as follow in Attachment "E" which is annexed hereto and made a part hereof.

13. **Compliance.**

A. The CONTRACTOR, in order to induce the COUNTY to enter into this contract, agrees that it shall comply with all provisions of the authorizing appropriation, the act, and any requirements which the COUNTY may issue. It is further agreed that the CONTRACTOR shall seek its own source of funding in anticipation of the expiration of this contract. In no event shall this contract be construed as a commitment by the COUNTY to expend beyond the termination date set forth in paragraph 1 on page 6 of this contract.

B. All vehicles operated by the Program shall be in accordance with New Jersey Motor Vehicle Laws.

C. Narrative and statistical reports shall be provided as required in Attachment "C".

D. The CONTRACTOR agrees to maintain a caparison of outlays and budget amounts for each component of the Program, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Contractor will designate a representative to be responsible for the administration of the Program and receive all communications from the County.

14. **Liability Statement.** The CONTRACTOR agrees to indemnify and hold the COUNTY harmless from any and all suits, claims and actions arising from or in the course of implementation of the Program including court costs and attorney's fees.

15. **Monitoring, Auditing, Reporting and Evaluation.**

A. The County shall monitor the management of the funds provided to the CONTRACTOR, in accordance with the requirements of Attachment "C".

B. The COUNTY and the CONTRACTOR agree that Representative(s) of the County shall have the right to make on-site visits to the premises where public services are being provided pursuant to this CONTRACT and to inspect or audit the CONTRACTOR'S financial records at any time, upon reasonable notice.

C. The CONTRACTOR shall, within ninety (90) days of the expiration of this CONTRACT, provide the County, Division of Treasury with certified audit, in accordance with 2 CFR Part 200.500 -200.521 Subpart F – Audit Requirements for the audit of non Federal entities expending Federal awards.. The audit shall also be in accordance with Government Auditing Standards by the Comptroller General of the United States (Yellow Book) and AICPA Standards. In addition, the County shall have the right to require additional schedules to the audit. The County shall also have the right to conduct its own external fiscal audit at any time after expiration or termination of this CONTRACT and the CONTRACTOR shall make its fiscal records available to the County for this purpose.

16. **Other Funds.** The CONTRACTOR shall not use funds provided under this CONTRACT to replace existing or committed financial support for the same Program, except as may be provided by this CONTRACT or with the express written approval of the COUNTY.

17. **Program Income.** Program Income, for the purposes of this Contract, means gross income that is received by a recipient or sub recipient and has been directly generated from the use of these funds allocated hereunder. For those program income-generating activities that are only partially assisted with these allocated funds, such income is prorated to reflect the actual percentage of all funds that were used Program income, if any, shall be treated by the CONTRACTOR as stated in Attachment "F: which is annexed hereto and made a part hereof.

18. **Time of Performance.** The services of the CONTRACTOR shall commence and terminate, as stated in Attachment "F".

19. **CONTRACTOR Requirements.** The CONTRACTOR will direct all communications concerning this CONTRACT as stated in Attachment "F".

20. **Amendments.** The COUNTY and/or the CONTRACTOR may, from time to time, require changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the COUNTY and the CONTRACTOR shall be incorporated in written amendments to this CONTRACT and signed by all parties.

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

22. **Obligations of CONTRACTOR with Respect to Certain Third Party Relationships.** The CONTRACTOR shall remain fully obligated under the provisions of this CONTRACT notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the CONTRACTOR pursuant to this CONTRACT. Any party which is not the CONTRACTOR shall comply with all lawful requirements of the CONTRACTOR necessary to insure that the program for which assistance is being provided under this CONTRACT is carried out in accordance with the CONTRACTOR'S assurances and certifications to the COUNTY.

23. **Compliance with Equal Opportunity Requirements.** The CONTRACTOR shall incorporate the requirements of paragraph (A.) in all of its contracts for program work, except contracts governed by paragraph (B.) Of this section, and will require all its contractors for such work to incorporate such requirements in all subcontracts for program work.

A. Activities and Contracts Not Subject to executive Order 11246 As Amended

The CONTRACTOR agrees that if any activities under this CONTRACT are not subject to Executive Order 11246, as amended then the CONTRACTOR shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, or national origin, handicap or familial status.

The CONTRACTOR shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, handicap or familial status.

Such actions, shall include, but are not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provision of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

B. In Regard to Contracts Subject to Executive Order 11246 As Amended:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familial status. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employment placed on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap or familial status.

(3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance office, advising the said union or workers representative of the CONTRACTOR commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1964, and of the rules, regulations and relevant order of the Secretary of Labor.

(5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

(6) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this CONTRACTOR, or with any of such rules, regulation or orders, this CONTRACT may be canceled, terminated or suspended, in whole or in part, and the CONTRACTOR may be declared ineligible for further government Contracts or federally assisted construction, pursuant to Contract procedures authorized in Executive Order 11246 of September 24, 1964, or by rule, regulation or of the Secretary of Labor, or as otherwise provided by law.

(7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (7) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1964, so that such provisions will be binding upon each subcontractor or vendor. A copy of the contract or purchase order format used should be submitted to the COUNTY for its file. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation by the Department, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

24. **Affirmative Action**. The CONTRACTOR agrees that it shall be committed to, and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

COUNTY OF BERGEN

Contract Number **CDBGCV-HDC-23**

ATTACHMENT "A"

SCOPE OF SERVICES

CONTRACTOR: Housing Development Corporation of Bergen County

PROGRAM: Rental Assistance Transition from ESG-CV to CDBG-CV

OBJECTIVE: **Rental assistance to ESG-CV clients not eligible for regular ESG funding.**

PRIMARY ACTIVITIES: Provide rental assistance to assist families transitioning off of ESG-CV rental assistance program.

RELATION TO OTHER PROGRAMS:

PERSONNEL: ATTACH JOB DESCRIPTION(S): See Attached

HOUSING AUTHORITY OF BERGEN COUNTY – JOB DESCRIPTION

TITLE: Assisted Housing Specialist
DEPARTMENT: Housing Choice Voucher
REPORTS TO: HCV Manager
FLSA CLASSIFICATION: *Non-Exempt*

Assisted Housing Specialist

Job Details

Job Type

Full-time

Hackensack, NJ

Description

The Housing Authority of Bergen County (HABC) is seeking qualified candidates for the position of Assisted Housing Specialist to be based at our headquarters in Hackensack. Applicants must have good communication, typing, figure aptitude and computer skills and must be able to read, write and speak English. Multilingual a plus (Spanish or Korean preferred). Responsibilities include, but are not limited to: processing of clients for HUD Assisted Housing programs in a thorough, accurate and timely manner, data entry, and providing information to tenants and landlords.

This is a full-time, non-exempt, position with excellent benefits package and participation in the N. J. Public Employees' Retirement System (PERS).

PRINCIPAL DUTIES AND RESPONSIBILITIES:

1. Prepares necessary documents for all housing assisted participants and submits completed files to Supervisor for processing on a timely basis.
2. Performs rent computation for all assisted housing participants.
3. Processes all monthly renewals of assigned clients within established deadlines and advises clients of rental changes.
4. Prepares and processes paperwork for client relocation.
5. Prepares hold list on a timely basis and promptly submits same to Supervisor. Follows up on clients to ensure prompt processing of paperwork.
6. Meets with client regularly to review their program eligibility status.
7. Maintains records for all participant changes and files all records/documents.
8. Develops and maintains rapport with landlords/agents and building staff to ensure continuity of delivery of safe, decent and sanitary housing accommodation.
9. Makes client referrals to Social Service agencies.
10. Follows appropriate housing regulations and policies in the processing of rental assistance for clients.
11. Assembles verified information to determine continued eligibility of clients in the various housing programs.

12. Interviews new clients who are deemed eligible for Housing Assistance to ensure continued eligibility and compliance with program guidelines; explains program and answers questions.
13. Follows up on available rental units with owners and brokers and makes referrals.
14. Prepares and presents files for hearings, court cases, etc. on an as needed basis.
15. Performs other Authority activities, as requested. Business conditions or Authority needs may require from time to time, at employer's discretion, changes in job duties, responsibilities or location.

Requirements

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- High School diploma or GED.
- Working knowledge of leasing documents, procedures and tenant rights or demonstrated ability to learn and understand these documents, procedures and rights.
- Experience in subsidized housing, real estate, banking, social services, customer service or a field of work in business which requires a great deal of interaction with people.
- Good mathematical skills.
- Demonstrated ability to establish and maintain effective working relationships with departmental officials, subordinates, employees and their representatives, professional groups and the general public.
- Ability to relate well to people and to respect privacy and confidentiality of clients, landlords, staff and files.
- Good organizational and filing skills.
- Proficient in the use of calculators, typewriters, photocopiers and FAX machines.
- Must have good working knowledge of various software programs such as Microsoft Office Suite and be proficient in the use of these programs on the computer.
- Ability to manage caseload, prioritize responsibilities and deadlines and apply regulations and policies with minimal supervision.
- Typing skills (accurate at 40 words per minute).
- Ability to follow-up on issues with clients, etc., in a timely manner.
- Ability to meet and work with people and deal effectively and compassionately with their situation.
- Ability to work independently and be willing to assist in the department as required and assigned.
- Ability to read, write, understand and communicate the English language to landlords, clients, various agencies and other staff. A language other than English is desirable.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS:

1. Must be able to physically perform the basic life operational functions of climbing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing and performing repetitive motions.
2. Must be able to perform light work exerting up to 10 pounds of force occasionally.
3. Persons with mental or physical disabilities are eligible for this position as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made, because it would cause the employer undue hardship, such person may not be eligible.

STARTING SALARY: Annualized salary of $42,000.00

Only applications complying with requirements will be considered. Please do **NOT** contact the HABC to inquire about status of your application. In the event that we wish to arrange an interview, we will contact you. Principals only, no employment agencies/job recruiters.

COVID-19 VACCINATION REQUIREMENT:
The HABC requires all employees to be fully vaccinated against COVID-19 as a condition of employment unless a medical or religious exemption is approved.
Being fully vaccinated means that an individual is at least two weeks past their final dose of an authorized COVID-19 vaccine regimen. Final candidates must be fully vaccinated as of their first day of employment.

NOTICE: Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States. This organization participates in E-Verify. www.dhs.gov/e-verify.

Equal Employment Opportunity Policy

The HABC provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

The HABC is a Drug-Free Workplace

COUNTY OF BERGEN

Contract Number **CDBGCV-HDC-23**

BUDGET

ATTACHMENT "B"

PROGRAM: Rental Assistance Transition from ESG-CV to CDBG-CV

SUB-GRANTEE: Housing Development Corporation of Bergen County

	CDBG CV	OTHER	TOTAL
1. Personnel	$0		
2. Rental Assistance	$575,000		
TOTAL	$575,000		$575,000

ACTIVITY

X Public Service

☐ Acquisition

☐ New Construction

☐ Demolition

☐ Housing Rehabilitation

☐Public Facility Improvement

☐ Economic Development

SOURCE OF FUNDS

FEDERAL	$ 575,000
LOCAL	$ ______
OTHER:	$ ______
TOTAL	**$ 575,000**

PROJECT SCHEDULE

Plans/Specs: N/A

Acquisition:

Construction Start:

Completion:

AUTHORIZED SIGNATORY OF VOUCHERS

Name: Lynn Bartlett Title: Executive Director

Name of Bank: Freedom Bank

Address: 99 Essex Street

Maywood, NJ 07607

Account Number# 3700069483

Location: N/A

Land Use: ______

Building Area: ______

Dwelling units: ______

COUNTY OF BERGEN

Contract Number: **CDBGCV-HDC-23**

ATTACHMENT "C"

Method of Payment and Program Reporting Requirements

The CONTRACTOR, shall be paid, upon execution of this CONTRACT and submission of properly executed Bergen County Direct Vouchers, a total sum not to exceed **$575,000**, on a basis listed below:

☐ Monthly Basis

☐ Quarterly Basis

☐ After completion of contract period and submission of final report

☒ Other (Upon certification of work completed and submission of properly documented County vouchers including completed weekly payroll Forms for period of certification attached.)

The CONTRACTOR shall submit completed reports as follows:

Financial Reports

☐Monthly

☐ Quarterly

X Other (with voucher)

☐ Not Applicable

Level of Service Reports

☐ Monthly

☐ Quarterly

☐ Other

X Not Applicable

Narrative Reports

☐ Monthly

☐ Quarterly

☐ Other (Specify)

X Not Applicable

Other Reports

☐ Monthly

☐ Quarterly

☐Other (Specify.)

X Not Applicable

COUNTY OF BERGEN

Contract Number: **CDBGCV-HDC-23**

ATTACHMENT "D"
(MUNICIPALITIY/AGENCY)

CERTIFICATION OF THE FINANCIAL MANAGEMENT SYSTEM BY THE SUB-GRANTEE

Gentlemen:

I hereby certify that the financial management system in use by the Housing Development Corporation of Bergen County for the project known as Rental Assistance Transition from ESG-CV to CDBG-CV shall be adequate to provide for the standards prescribed in the Office of Management and Budget, **2 CFR Part 200, (200.01-200.520, Subparts A to F) of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.**

2CFR Part 200: Subpart F excerpt (a) ***Audit required***. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(d) ***Exemption when Federal awards expended are less than $750,000***. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503: Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

11/13/2023
Date

Name of CFO/Executive Director
(Type or Print)

Signature of CFO/Executive Director

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1-16-2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew TRIAD 1828 CENTRE, 2 Cooper Street P.O. Box 99106 Camden NJ 08101	CONTACT NAME: MEL Underwriting Service Center PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: melrequest@connerstrong.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NJ Public Housing Authority JIF	
INSURER B: Municipal Excess Liability JIF	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Bergen County Housing Authority
1 Bergen County Plaza, 2nd Floor
Hackensack NJ 07601

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:			PHA230641194	01-01-2024	01-01-2025	EACH OCCURRENCE	$ 300,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB; OCCUR; X EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $			MEL01230187	01-01-2024	01-01-2025	EACH OCCURRENCE	$ 4,700,000
							AGGREGATE	$ 4,700,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PHA230641194	01-01-2024	01-01-2025	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Rental Assistance Transition from ESG-CV to CDBG-CV (CDBGCV-HDC-23)

The County of Bergen and its Officials and Employees are Additional Insured on the above-referenced Commercial General Liability and Excess Liability Policies if required by written contract as respect to Rental Assistance Transition from ESG-CV to CDBG-CV (CDBGCV-HDC-23)

CERTIFICATE HOLDER	CANCELLATION
County of Bergen One Bergen County Plaza Floor 5 Hackensack NJ 07601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE W. Michael Tiegmund

COUNTY OF BERGEN

CDBGCV-HDC-23

ATTACHMENT "E"

INSURANCE

The Contractor shall assume all responsibility for his/her actions and those of anyone else working for him/her while engaged in an activity in accordance with this Contract.

The Contractor shall carry sufficient insurance to protect him/her and The County of Bergen from any bodily injury or property damage claims arising out of work performed under this Contract.

Evidence of insurance coverage shall be provided in the form of a **Certificate of Insurance** as detailed below:

1. **REQUIRED**
   Commercial General Liability Insurance coverage, equal in form to that offered under the latest version of ISO CG0001, as filed with and approved by The New Jersey Department of Banking and Insurance. **This form may not be restricted in coverage by any endorsement attached to the policy**. Policy limits shall not be less than:

$1,000,000	Each Occurrence
$ 50,000	Fire Legal Liability
$1,000,000	Personal and Advertising Injury
$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate

   The County of Bergen and its Officials, Employees, and Agents shall be named as **Additional Insured**.

2. **Commercial Automobile Liability Insurance** coverage, equal in form to that offered under the latest Standard ISO Form CA0001, as filed with and approved by The New Jersey Department of Banking and Insurance. Coverage shall be provided for Symbol 1 "Any Auto", Symbol 2 "All Owned Autos", Symbol 8 "Hired Vehicles", and Symbol 9 "Non-owned Vehicles". Coverage shall not be less than;
   $1,000,000 Combined Single Limit (CSL)

   Required ____ Not Required _X___

   The County of Bergen and its Officials, Employees, and Agents shall be named as **Additional Insured**.

3. **Worker's Compensation Insurance** coverage in accordance with the laws of The State of New Jersey and Employer's Liability Limits not less than:
   $ Statutory Limits for Workers Compensation
   $100,000 Each Accident Employer's Liability
   $100,000 Each Employee – Disease
   $500,000 Policy Limit – Disease

   Required _X___ Not Required _____

   The County of Bergen and its Officials, Employees, and Agents shall be named as **Additional Insured**.

4. **Professional Liability Insurance** coverage with a limit of not less than:

   $1,000,000 Per Incident/Occurrence
   $1,000,000 Aggregate

   Required ____ Not Required _X___

   The County of Bergen and its Officials, Employees, and Agents shall be named as **Additional Insured**.

5. All insurance coverages provided to the Contractor in accordance with this Contract shall be by an A+ or better A.M. Best-rated insurance carrier.

6. All policies and Certificates of Insurance maintained by the Contractor in accordance with this Contract shall provide for not less than:

   30-day Notice of Cancellation for Any Reason except,
   10-day Notice of Cancellation for Non-Payment of Premium

COUNTY OF BERGEN

Contract Number: **CDBGCV-HDC-23**

ATTACHMENT "F"

PROGRAM INCOME, TIME OF PERFORMANCE & CONTRACTOR REQUIREMENTS

I. **Program Income**. Shall be treated by the Contractor as:

A ___Added to funds committed to the project by the County and be used to further eligible program objectives; or

B. ___Deducted from the total project costs for the purpose of determining the net costs on which the County payments shall be based.

C Remitted to the County on a Monthly Basis /Quarterly Basis
___Upon Review of Final Expenditure Report

D : __X__ Not Applicable

II. Time of Performance. The services of the Contractor shall commence on October 1, 2023
(Program Start Date)
and shall terminate no later than September 30, 2024.
(Completion Date)

III. Contractor Requirements. The Contractor will direct all communications concerning this

CONTRACT to: **Robert G. Esposito, Director, Division of Community Development,** located at: **One Bergen Plaza – 4th Floor, Hackensack NJ 07601,** and will file all reports with the County Division of Community Development.

COUNTY OF BERGEN

Certified Copy

Resolution: 1126-23

Agenda: 10/4/2023

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Community Development
Meeting Date: 10/4/2023
Purpose: Housing Development Corporation of Bergen County - Rental Assistance Transition from ESG-CV to CDBG-CV
Dollar Amount: $ 575,000
Account No.: 21-213-751-205-53-31 GRANT
Vendor No.: 701188
Prepared By: RGE:dar

Sponsored by County Commissioner Silna Zur, seconded by County Commissioner Amoroso, and passed by the following vote:

Yes: 7 - Chairman Sullivan, Vice Chairwoman Ortiz, Chair Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Marte, County Commissioner Tanelli, and County Commissioner Silna Zur

I, Lara Rodriguez, Clerk, Board of County Commissioners , certify that this is a true copy of Resolution No. 1126-23, passed by the BOARD OF COUNTY COMMISSIONERS on 10/4/2023.

Attest: Lara Rodriguez

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION

WHEREAS, Housing Development Corporation of Bergen County was awarded $575,000 in unprogrammed CDBG-CV funds for the Rental Assistance Transition from ESG-CV to CDBG-CV; and

WHEREAS, the project will include rental assistance to ESG-CV clients not eligible for regular ESG funding; and

WHEREAS, upon the recommendation of the Director of the Bergen County Division of Community Development, the following budget transfers, as set forth, be and is hereby made. Now, therefore, be it

RESOLVED, that the County Treasurer shall certify the availability of funds in the Bergen County Community Development account numbers, and that the Clerk to the Board will attach said certificate to the original resolution.

Amount	From	To
$575,000.00	CDBG CV Unprogrammed Funds	Housing Development Corporation of Bergen Cou
		Rental Assistance Transition from ESG-CV to CDB
	CD Account #	CD Account #
	21-213-751-320-52-89	21-213-751-205-53-31
		IDIS# New
$575,000.00	**Total Transfer Amount**	

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Community Development
Meeting Date: 11/29/2023
Purpose: Authorize Grant Agreement for Housing Development Corporation of Bergen County - Rental Assistance Transition from ESG-CV to CDBG-CV
Dollar Amount: $575,000.00
Account No.: 21-213-751-205-53-31 **GRANT**
Vendor No.: 701188
Prepared By: RGE:dar

Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 6 - Chairman Sullivan, Vice Chairwoman Ortiz, Chair Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Marte, and County Commissioner Tanelli

Absent: 1 - County Commissioner Silna Zur

I, Lara Rodriguez, Clerk, Board of County Commissioners , certify that this is a true copy of Resolution No. 1328-23, passed by the BOARD OF COUNTY COMMISSIONERS on 11/21/2023.

Lara Rodriguez

Attest:

COUNTY OF BERGEN

Certified Copy

Resolution: 1328-23

Agenda: 11/21/2023

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION

WHEREAS, unprogrammed CDBG-CV funds in the amount of **$575,000,** as approved by the U.S. Department of Housing and Urban Development and the Board of County Commissioners, was allocated to the **Housing Development Corporation of Bergen County** for the **Rental Assistance Transition from ESG-CV to CDBG-CV** project; and

RESOLVED, upon the recommendation of the Director of the Division of Community Development, that the County of Bergen be and is hereby authorized to enter into a Grant Agreement with the **Housing Development Corporation of Bergen County,** approved in form by County Counsel, in the amount of **$575,000** for the aforementioned project, and that the County Executive be and is hereby authorized to execute said agreement. Now, therefore, be it

RESOLVED, that the County Treasurer shall certify the availability of funds in the Community Development Account # **21-213-751-205-53-31-** certified by **Resolution # 1126-23, dated October 4, 2023,** and that the Clerk to the Board shall attach said certification to the original of this resolution.

HOUSING DEVELOPMENT CORPORATION OF BERGEN COUNTY
ONE BERGEN COUNTY PLAZA, FL 2
HACKENSACK, NEW JERSEY

RESOLUTION 2023-45

RESOLUTION BY THE BOARD OF TRUSTEES OF THE HOUSING DEVELOPMENT CORPORATION OF BERGEN COUNTY AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE COUNTY OF BERGEN FOR THE PURPOSE OF USING CDBG-CV PROGRAM FUNDS FOR RENTAL ASSISTANCE TRANSITION FROM ESG-CV TO CDBG-CV.

WHEREAS, that the Board of Trustees of the Housing Development Corporation (HDC) wishes to enter into a grant agreement with the County of Bergen for the purpose of using Five Hundred and Seventy-Five Thousand Dollars ($575,000.00) in Community Development Block Grant COVID-19 Program funds to provide rental assistance for those households transitioning from the expiring ESG-CV program; and

WHEREAS, that the Board of Trustees of the Housing Development Corporation of Bergen County hereby authorizes the Executive Director or Trustee President to be a signatory to the aforesaid grant agreement; and

WHEREAS, that the Board of Trustees of the Housing Development Corporation of Bergen County hereby authorizes the Executive Director or the Director of Finance to sign all County vouchers submitted in connection with the aforesaid project.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Housing Development Corporation of Bergen County recognize that the Housing Development Corporation of Bergen County (HDC) is liable for any funds not spent in accordance with the Grant Agreement; and that liability of Board members is in accordance with N.J.S.A. 2AL53A-7 et. seq.

Resolution adopted as read on motion by Trustee Caminiti, Sr., seconded by Trustee Ortega.

Upon roll call the Ayes and Nays were as follows:

TRUSTEES	AYES	NAYS	ABSTAIN	ABSENT
Mike Apicella	✓			
Peter Caminiti, Sr.	✓			
Daniel Ortega	✓			
Al Restaino, Jr.				✓
Joe Rutch	✓			
Diane Scriveri	✓			
Harvey Sohmer	✓			

November 9, 2023
DATE

AL RESTAINO, JR., PRESIDENT

LYNN BARTLETT, EXECUTIVE DIRECTOR/SECRETARY

ATTACHMENT "I"
GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS: 2CFR Part 200- UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The SUBGRANTEE agrees to comply with all federal regulations governing the grant of money under which this AGREEMENT is made available as they apply as of the date of the AGREEMENT, and as such regulations may be amended by the Federal Government or agencies, except that:

A. The SUBGRANTEE does not assume the COUNTY'S environmental responsibility described in CFR 570.604, but agrees to cooperate with the COUNTY in meeting them: and

B. The COUNTY retains responsibility for initiating the review process under Executive order 12372.

2. COMPLIANCE WITH POST FEDERAL AWARD REQUIREMENTS STANDARDS FOR FINANCIAL AND PROGRAM MANAGEMENT

A. SUBGRANTEES which are government entities and including public agencies shall comply with the requirements of 2 CFR Part 200 - Subpart D 200.300- 200.345 :

(1) SUBGRANTEES will use their own procurement procedures which reflect applicable State and local laws and regulations provided that the procurements conform to applicable Federal Laws and standards.

(2) Although the new Jersey Public Contracts Law (N.J.S.A. 40:11) permits the awarding of professional service contracts without competitive bidding, SUBGRANTEES awarding professional service contracts must comply with the requirements of Federal legislation.

The Department of Housing and Urban Development requires SUBGRANTEES to obtain competitive proposals for professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. For professional services over $50, 000, Public Notice for Request for Proposals must be placed in a newspaper of general circulation in the municipality.

B. SUBGRANTEES which are not governmental entities shall also comply with 2 CFR Part 200-Subpart D 200.300- 200.345

3. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS/COST PRINCIPLES

A. SUBGRANTEES which are governmental entities (including public agencies), shall comply with the requirements and standards of 2 CFR part 200 - Subpart E, 200.400- 200.475:

B. SUBGRANTEES which are not governmental entities shall comply with the requirements and standards of 2 CFR Part 200 - Subpart E, 200.400-200.475

4. **COMPLIANCE REGARDING AUDITS AND INSPECTIONS: 2 CFR Part 200 - Subpart F, 200.500 -200.521**

including the following:

At any time during the normal business hours, and as often as the COUNTY may deem necessary, there shall be made available to the COUNTY or to the Federal Government for examination, all of the

SUBGRANTEE'S records with respect to all matters covered by this AGREEMENT. The SUBGRANTEE will permit the COUNTY and the Federal Government to audit, examine and make excerpts or transcripts.

5. **COMPLIANCE WITH TERMS OF AGREEMENT, SUSPENSION, TERMINATION**

B. If the SUBGRANTEE materially fails to comply with any term or provision of this AGREEMENT, whether stated in federal statute or regulation, an assurance in an application or if the SUBGRANTEE breaches any term or provision of this AGREEMENT, the COUNTY may take one or more of the following actions:

C. Temporarily withhold cash payments pending correction of the deficiency of the SUBGRANTEE;

(2) Disallow all or part of the cost of the activity or action not in compliance;

(3) Wholly or in part suspend or terminate the AGREEMENT for the SUBGRANTEE'S program;

(4) Take such other remedies as may be legally available to the COUNTY.

With respect to such action by the COUNTY, the SUBGRANTEE shall be afforded an opportunity for such hearing or appeal to which the SUBGRANTEE is entitled by applicable statute or regulation.

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

D. Except as provided in A, above, this AGREEMENT may be terminated in whole or in part only in the following manner:

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

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

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

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

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

6. **PROGRAM INCOME**

A. The receipt of all program income, as defined in 24 CFR 570.500(a), shall be recorded as part of the financial transactions of the grant activity covered by this AGREEMENT.

B. All program income earned by the SUBGRANTEE shall be remitted to the COUNTY on a quarterly basis within 30 days of the end of the PROGRAM YEAR quarter (i.e. by the end of December, March, June, and September). These funds will normally be returned to the remitting SUBGRANTEE via subsequent reprogramming, but the COUNTY retains the right to allocate all program income as it deems appropriate.

C. Proceeds from the sale or other disposition of personal property shall be governed in accordance with 2 CFR Part 200.311.

D. In the event the municipality within which this project is carried out becomes a non-participant in the COUNTY CDBG program, all program income derived from the project shall be treated as program income for use in the COUNTY'S program.

7. **REVERSION OF ASSETS REQUIREMENT**

Upon the expiration of the SUBGRANTEE AGREEMENT, the SUBGRANTEE shall transfer to the COUNTY any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds. In addition, the SUBGRANTEE shall transfer and return to the COUNTY any equipment in accordance with 2 CFR Part 200.313 and unutilized supplies purchased by use of CDBG funds.

Any real property under the SUBGRANTEE'S control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be:

A. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after the expiration of this SUBGRANTEE AGREEMENT or such longer period as determined appropriate by the COUNTY; or

B. disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of such value attributable to non-CDBG funds for acquisition or improvement to the property.

8. **NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The SUBGRANTEE AGREEMENT is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L.88-352) and HUD regulations with respect thereto, including the requirements under 24 CFR Part 1. In regard to the sale, lease or other transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT, the SUBGRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, handicap or familial status in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or created thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBGRANTEE, in under taking 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.

9. **COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968**

This SUBGRANTEE AGREEMENT is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.

This SUBGRANTEE AGREEMENT in regard to the administering of all programs and activities relating to housing and community development funded by this SUBGRANTEE AGREEMENT will do so in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the SUBGRANTEE'S jurisdiction.

10. **COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The SUBGRANTEE will comply with section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.61), which provide that no person in the United State shall, on the grounds of race, color, national origin, sex, handicap or familial status, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with Title I funds.

11. **COMPLIANCE WITH EXECUTIVE ORDER 11063**

The SUBGRANTEE will comply with Executive Order 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance. HUD regulations implementing Executive Order 11063 are contained in 24 CFR 107.

12. **COMPLIANCE WITH AFFIRMATIVE ACTION**

The SUBGRANTEE agrees that it shall be committed to, and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

13. **COMPLIANCE WITH NON-DISCRIMINATION BASED ON HANDICAP OR FAMILIAL STATUS**

The SUBGRANTEE agrees not to discriminate on the basis of handicap or familial status in planning and carrying out the project described in Section 1, as required by the Fair Housing Amendment Act of 1988 (implemented as 24 CFR Part 14 et al.) and Section 504 of the Rehabilitation Act of 1973 (implemented as 24 CFR Part 8). Documentation regarding compliance with these requirements shall be maintained and provided to the COUNTY as required.

14. **COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

2. The SUBGRANTEE agrees that in planning, and carrying out the project described in section 1, to the greatest extent feasible:

   (2) Training and employment opportunities will be given to low and moderate income persons residing in the sponsoring participating municipality or Bergen County; and

   (2) Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Bergen County.

B. The SUBGRANTEE shall insert, or require the insertion of, the following clause in all contracts and subcontract for work financed in whole or in part with assistance provided under this AGREEMENT:

The work to be performed under this contract is on a project assisted program, providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban development t Act of 1968, as amended (12 U.S.C. 170 lu). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and provide copies of such documentation to the participating municipality with each request for payment.

C. The SUBGRANTEE further agrees to provide documentation of all activities undertaken to comply with these requirements to the COUNTY with each request for payment. HUD regulation at 24 CFR part 135 are recommended as guidance regarding expectations for compliance with Section 3.

15. FEDERAL LABOR STANDARDS REQUIREMENTS

The SUBGRANTEE agrees that, except with respect to the rehabilitation of residential property designed for residential use by less than eight families, the SUBGRANTEE and all contractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this AGREEMENT, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor, under 28 CFR, Parts 3, 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeymen, 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 SUBGRANTEE of its obligations subject to such regulations, provisions meeting the requirements of 29 CFR 5.5, and for such Agreements in excess of $10,000, 29 CFR 5.3.

HUD 4010 (06/2022) Federal Labor Standards Provisions and any further HUD updates will be applicable.

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

16. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The SUBGRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A - 276A-5) and to comply with the provision of the Contract Work Hours and Safety Standards Act (40 U.S.C.327 - 28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to the labor standards insofar as these acts apply to the performance of this AGREEMENT.

17. WORKMEN'S COMPENSATION REQUIREMENTS

The SUBGRANTEE shall provide Workmen's Compensation Insurance Coverage for all employees involved in the performance of this AGREEMENT.

18. COMPLIANCE WITH AIR AND WATER ACTS

This AGREEMENT is subject to the requirements of the Clean Air Act, as amended, 42 U.S. C. 1857 et.seq. the Federal Water Pollution Control Act, as amended, 33 U. S. C. 1251 et. seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the SUBGRANTEE shall cause or require to be inserted in full in all contracts or subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under the AGREEMENT the following requirements:

A. That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

B. The SUBGRANTEE agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S. C. 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.

C. The SUBGRANTEE will provide prompt notice to be given of any notification received from the Director, Office of the Federal Activities, EPA, indicating that a facility utilizing or to be utilized for the AGREEMENT is under consideration to be listed on the EPA List of Violating Facilities.

D. The SUBGRANTEE agrees that he will include, or cause to be included, the criteria and requirements in Paragraph A through Paragraph D of this section in every non-exempt subcontract, and require that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance provided under this AGREEMENT be utilized with respect to a facility which has given rise to a conviction under Section 113 © (1) of the Clean Air Act or section 309 © of the Federal Water Pollution Control Act.

19. **FLOOD INSURANCE PROTECTION REQUIREMENTS**

The SUBGRANTEE agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). No portion of the assistance provided under this SUBGRANTEE AGREEMENT is approved for acquisition or construction purposes, as defined under Section 3(a) of said act for an area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 01(d) of said Act; and the use of any assistance provided under this AGREEMENT for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102 (a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et. seq. provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood disaster Protection Act of 1973. Such provisions shall be required on such land that is not itself funded with assistance provided under this SUBGRANTEE AGREEMENT.

The SUBGRANTEE acknowledges that certain property may be specifically excluded from coverage under the flood insurance policy it purchases. The SUBGRANTEE agrees that, in the event that property excluded from such coverage by the terms of its flood insurance policy and purchased with funds pursuant to this agreement is damaged or destroyed by or from a flood, the excluded property shall be replaced or repaired by the SUBGRANTEE

20. **LEAD-BASED PAINT HAZARDS REQUIREMENTS**

The SUBGRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this SUBGRANTEE AGREEMENT, shall b e subject to HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular, Part B of said regulation. The SUBGRANTEE shall be responsible for the inspections and certification required under Section 35.14(f) thereof, and compliance with 24 CFR Part 570.608.

21. **ARCHITECTURAL COMPLIANCE**

The SUBGRANTEE agrees to comply with the requirement of the Architectural Barriers Act of 1986 42 U.S.C. 4151, insofar that it applies to the performance of this SUBGRANTEE AGREEMENT.

22. **COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT**

The SUBGRANTEE agrees that prior to approval of the expenditure of funds, it shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion in/on the National Register. The COUNTY shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.

23. **INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBGRANTEE**

No member, officer, or employee of the SUBGRANTEE, or its designees or agents, and no member of the governing body of the locality who exercises functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, resulting from this SUBGRANTEE AGREEMENT. The SUBGRANTEE shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

24. **INTEREST OF CERTAIN FEDERAL OFFICIALS**

No member of, or delegate to, the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this SUBGRANTEE AGREEMENT or to any benefit to arise from the same.

25. **PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The assistance provided under this SUBGRANTEE AGREEMENT shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this SUBGRANTEE AGREEMENT, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

26. **COVENANT OF NON-DISCRIMINATION**

During the performance of this AGREEMENT, the SUBGRANTEE shall comply with Executive Order 11246 regarding Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 as amended, as Section 3 of the Housing and Community Development Act of 1968 as amended, where applicable.

27. **RECORD REQUIREMENTS**

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

28. **BARRIER-FREE IMPROVEMENTS**

In the event that the improvements authorized by this AGREEMENT shall be, either in whole or in part, for the removal of architectural barriers, the SUBGRANTEE shall make such improvements in compliance with the (American National Standards Institute (ANSI)) " specifications for making buildings and facilities accessible to and usable by physically handicapped people" and the New Jersey Uniform Construction Code, particularly, but not limited to barrier-free regulations contained in the BOCA Code and such other Federal and/or State barrier-free regulations, and shall provide documentation of such compliance to the Bergen County Community Development Program.

29. **ECONOMIC DEVELOPMENT PROJECTS**

In the event that the improvements authorized by this AGREEMENT shall be for economic development activities, including, but not limited to downtown revitalization, and facade improvement programs, as approved by 24 CFR, Part 570.203, the SUBGRANTEE shall make such improvements subject to all other conditions of this AGREEMENT; and shall provide Bergen County Community Development with sufficient statistical data to allow a determination to be made that the amount of any financial assistance given for-profit businesses is not excessive and does not unduly enrich the for-profit business; and shall provide sufficient data to show the extent of public benefit derived from the economic development activity.

ATTACHMENT "J"
RECORDS TO BE MAINTAINED

1. **RECORDS TO BE MAINTAINED**

Each SUBGRANTEE shall establish and maintain sufficient records to enable the COUNTY to determine whether the SUBGRANTEE has met all requirements of the U.S. Department of Housing and Urban Development. The COUNTY retains the right to specify the form or format in which the records hall be maintained. At a minimum, the following documentation is needed:

A. For an activity determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the COUNTY.

B. For and activity determined to benefit low and moderate income persons because the activity involves a facility designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:

(1) 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 provide presumptive benefit to low and moderate income persons; or

(2) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or

(3) Documentation showing that each individual or household receiving the benefit meets the low or moderate income criteria established by HUD for the Section 8 Rental Assistance Program.

C. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:

(1) A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.

(2) For each unit occupied by a low and moderate income household income household, the size and income of the household.

(3) For rental housing only:

a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the COUNTY.

D. For an activity determined to benefit low and moderate income persons based on the creation of jobs, the SUBGRANTEE may provide the documentation described in either 1. or 2. below:

(1) Where the SUBGRANTEE chooses to document that at least 51% of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include:

a. A copy of a written agreement containing:

1. A commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;

2. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs are part-time, and which jobs require special skills or education;

3. A description of action to be taken by the SUBGRANTEE and business to ensure that low and moderate income persons receive first consideration for those jobs; and

b. A listing by job title of the permanent jobs to be filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs. A record of low and moderate income persons interviewed and hired should be maintained.

(2) where the SUBGRANTEE chooses to document that at least 51% of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include the following:

a. A copy of a written agreement containing:

1. A commitment by the business that at least 51% of the jobs, on a full-time equivalent basis will be held by low and moderate income persons; and

2. A listing by job title of the permanent jobs to be created, identifying which are part-time

b. A listing by job title of the permanent jobs filled and qhich jobs were initially held by low to moderate income persons; and

c. For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the job..

E. For each activity determined to benefit low and moderate income persons based on the retention of jobs, the following:

(1) Evidence that in the absence of CDBG assistance jobs will be lost;

(2) For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

(3) For each retained job claim to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;

(4) For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E., 1. above; and

(5) Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

F. For an activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which contributed to the deterioration of the designated area, the following:

(1) The boundaries of the area; and

(2) A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in 570.298 (b) (1).

G. For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight, the following:

(1) The local definition of "substandard"

(2) A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and

(3) Details and scope of CDBG assisted rehabilitation, by structure.

H. For an activity determined to aid in the prevention or elimination of slum and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted are, the following:

(1) A description of the specific condition of blight or physical decay treated; and

(2) For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected and how they were corrected.

I. For an activity determined to meet a community development need having a particular urgency, the following:

(1) Documentation concerning the nature and degree of seriousness of the condition required assistance;

(2) Evidence that the SUBGRANTEE certified that the CDBG activity was designated to address the urgent need;

(3) Information on the timing of the development of the serious condition; and

(4) Evidence confirming that other financial resources to alleviate the need were not available.

J. Records which demonstrate that the SUBGRANTEE has made the determinations required as a condition of eligibility of certain activities, as described in 570.201 (I), 570. 202 (b) (3), 570.204 (a), and 570.206 (f).

K. Records which demonstrate compliance with 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

L. Records which demonstrate compliance with the County Citizen Participation Plan.

M. Records which demonstrate compliance with the requirements in 570.606 (d) regarding the development, adoption, dissemination and implementation of a local policy on displacement.

N. Fair housing and equal opportunity records containing:

(1) Documentation of the actions the SUBGRANTEE has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community, and documentation of any other official action the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 570.904 (c).

(2) Data on the extent to which each racial and ethnic group, handicapped individuals, senior citizens and single-headed households (by gender of household head) have applied for, participated in , or benefitted from, any program or activity funded in whole or part with CDBG funds. This must be recorded in a bound in-take log with sequentially numbered pages.

(3) Data on employment in each of the SUBGRANTEE'S operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any action undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part. SUBGRANTEES that are government entities should submit copies of their annual EEO-4 report to the COUNTY.

(4) Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the household units to which each displaced household relocated.

(5) Documentation of actions undertaken to meet the requirements of 570.607 (b) which implements Section 3 of the Housing and Development Act of 1968, as amended (12 U.S.C. 170) relative to the hiring and training of lower income residents and the use of local businesses.

(6) Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds; data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services. This data must be submitted to the COUNTY on the MBE/WBE/DBE Forms 1-6, where applicable, whenever a CDBG funded project is awarded.

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

2. **RETENTION OF RECORDS**

Financial records, supporting documents statistical records, and all other records pertinent to this SUBGRANTEE AGREEMENT shall be retained by the SUBGRANTEE for a period of three years from the date of its last annual performance report on the project except as follows:

A. Records that are the subject of any findings, concerns, or issue raised by any Federal agency or the COUNTY shall be retained for at least three years after final resolution of such matters with the Federal Government and the COUNTY.

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

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

D. The SUBGRANTEE agrees to provide the COUNTY with a property inventory.

ATTACHMENT "K"
MBE/DBE/WBE POLICY ADDENDUM

Minority/Women/Disadvantaged Business Enterprises Policy Addendum (M/W/DBE)
The **sub grantee** will and will cause its contractors and sub- contractors to take good faith actions to achieve M/W/DBE contract participation goals established by the County of Bergen for the Community Development Block Grant Program, HOME Investment Partnership Program and other federal funding administered by the County of Bergen, Division of Community Development.

The policy requires the achievement of certain contracting goals related to contracts and sub-contracts funded in whole or in part with federal housing and community development assistance. The rules and regulations at 24 CFR 92.351(b), 24 CFR 85.36(e) (i-vi) address the actions necessary to conduct outreach efforts to include M/W/DBE in the competition for contracting opportunities. The sub-recipient, its contractors and sub-contractors, will provide the maximum practicable opportunity for M/W/BE's to participate in said procurement process.

The **sub grantee**, its contractors an sub-contractors are required to report the necessary data and information for County compliance with federal reporting requirements under 24 CFR 570.506(g)(6), 24 CFR 570.507(c), 24 CFR 92.508(a)(7)(ii)(B), 24 CFR 92.509(a) and other related regulations governing federal funding administered by the County of Bergen, Division of Community Development.

"ADDENDUM L"

VAWA'S NEW PROTECTIONS FOR LANDLORDS, TENANTS, AND OTHERS IMPACTED BY CRIME-FREE PROGRAMS AND NUISANCE PROPERTY LAWS.

SECTION 603 OF VAWA – AN OVERVIEW. Under Section 603 of the Violence Against Women Reauthorization Act of 2022, landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing have the right:

- to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
- not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by covered governmental entities.

The types of penalties that Section 603 prohibits imposing against landlords, homeowners, tenants, residents, occupants, guests, and applicants, include: actual or threatened monetary or criminal penalties, fines, or fees; actual or threatened eviction; actual or threatened refusal to rent or renew tenancy; actual or threatened refusal to issue an occupancy permit or landlord permit; and actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation. This section applies to state and local governments receiving Community Development Block Grant ("CDBG") funding.

The law was enacted in response to crime-free programs and nuisance laws. Crime-free programs and nuisance laws often mandate that landlords evict tenants when the police are called to their home, whether or not they are the crime victim, in need of emergency assistance, or otherwise not at fault. These laws and programs disproportionately harm, discriminate, and risk the housing of survivors of violence, persons with disabilities, and communities of color.

THE LAW PROTECTS ALL INDIVIDUALS AND HOUSING TYPES. Unlike the other housing sections of VAWA, which protect survivors of domestic violence, dating violence, sexual assault, and stalking, Section 603 extends to landlords, homeowners, tenants, residents, occupants, guests, and housing applicants, whether or not they have also experienced violence. As well, any type of housing, including private market rental and single-family homes, are protected under the law.

THE OBLIGATIONS OF STATE AND LOCAL GOVERNMENTS WITH CRIME-FREE PROGRAMS AND NUISANCE ORDINANCES OR PROVISIONS.

Under Section 603, state and local governments receiving CDBG funding must not, as of October 1, 2022, engage in any practices that violate the right to report provided for in Section 603. After HUD issues additional rulemaking, they must also conduct the required review and reporting of their laws and policies (and that of their subgrantees) to ensure that their laws and policies do not conflict with the statutory right to report. However, state and local governments receiving CDBG funds should be evaluating their policies, laws, and programs now to determine if they conflict with Section 603.

HOW TO ADDRESS A VIOLATION OF SECTION 603. Effective October 1, 2022, HUD's Office of Fair Housing and Equal Opportunity (FHEO) will investigate complaints for VAWA violations, including Sec. 603. FHEO Notice 2023-01 explains the process for filing a HUD complaint.

"ADDENDUM M"

Build America, Buy America (BABA)

(EFFECTIVE CDBG PY 2023)

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property.

Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. **HUD has waived the application of the BAP for infrastructure projects whose total cost (including HUD FUNDING AND FUNDING FROM ANY OTHER SOURCES) is an amount equal to or less than the 2 CFR 200.1 Simplified acquisition threshold, which is currently $250,000.**

The waiver, published March 15, 2023, establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs. Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/program_offices/general_counsel/BABA.

The BAP is applicable **now** to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022. For CPD, the BAP will apply next to iron and steel used in covered Recovery Housing Program (RHP) projects for funding obligated on or after August 23, 2023. The Phased Implementation waiver established_implementation schedule for HUD Community Development Block Grant (CDBG) program.

BAP will apply to...	Iron and Steel	Specifically Listed Construction Materials	All Other Construction Materials	Manufactured Products
CDBG Formula Grants	All funds obligated on or after November 15, 2022	As of the date HUD obligates new FFA from FY24 appropriations	As of the date HUD obligates new FFA from FY25 appropriations	As of the date HUD obligates new FFA from FY25 appropriations