



PHONE
973.266.5110

Office Of The City Clerk
THE CITY of EAST ORANGE

44 CITY HALL PLAZA
EAST ORANGE, NEW JERSEY 07018
WWW.EASTORANGE-NJ.GOV

FAX
862.930.7812

CYNTHIA S. BROWN
CITY CLERK

TED R. GREEN
MAYOR

August 3, 2023

Clare Vishon

opra+request-48722-ab62d3cc@requests.opramachine.com

Re: OPRA Request

Dear Ms. Vishon:

I am writing to respond to your request for government records from the City of East Orange. You requested a copy of the executed third- party HUD CBDG contracts/ agreements between the city of East Orange in years 2021-2023 for the following organizations:

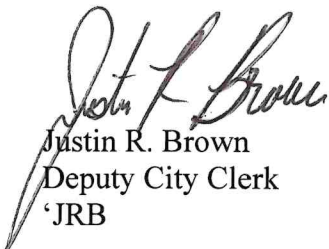
1. Isaiah House
2. Nassan's Place
3. Sierra House

Per the Planning Department, there is no 2023 executed third part contract.

Please see attached 2021 and 2022 third party contracts.

Thank you for your attention to this matter.

Sincerely,


Justin R. Brown
Deputy City Clerk
JRB

THIRD PARTY CONTRACT

BETWEEN

Sierra House

AND

THE CITY OF EAST ORANGE, NEW JERSEY

THIRD PARTY CONTRACT

This AGREEMENT, entered into this 1st day of July, 2021, by and between the City of East Orange, a Municipal corporation of the State of New Jersey, hereinafter referred to as the "**CITY**,"

AND Sierra House

(Address) 85 North 14th Street , East Orange, NJ 07018

hereinafter referred to as the "**RECIPIENT**,"

WITNESSETH

WHEREAS, the City is a grantee of federal funds pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended by 42 U.S.C. 5301, et seq.; and

WHEREAS, the Recipient, a private non-profit corporation of the State of New Jersey, having made application to the City for a portion of the aforementioned funds, and said application having been approved by the City, pursuant to 24 CFR 570.204;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. DESCRIPTION OF ACTIVITIES AND COST ALLOCATION

All terms of this contract that relate to the Recipient's application for Community Development Block Grant funding, are hereby made a part of this contract as Attachment I. In the event that any conflict in language, definition, content or interpretation arises between Attachment I and the body of this contract, the provisions of the body of this contract shall prevail.

2. BUDGET AND ALLOWABLE COSTS

Actual and accrued expenditures under this contract shall not exceed \$15,750.00 for the term of this contract which shall be from July 1, 2021 to June 30, 2022.

No cost may be incurred under this contract after June 30, 2022.

All expenditures pursuant to the contract shall be in accordance with the approved program budget in Attachment I and with OMB Circular A-87, Attachment B, which is hereby made a part of this contract as Attachment IV.

Program Description and Cost Allocation

Purpose of providing homeless individuals and families with transitional housing and to transition homeless young woman and their children into self-sufficient living.

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Cost Allocation:

Salaries and Wage	\$20,000.00
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Total	\$20,000.00
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3. REPORTING REQUIREMENTS

- a) Recipients shall prepare and submit to the City such reports necessary to meet the reporting requirements of the United States Department of Housing and Urban Development (HUD). All data required by the City shall be given on a monthly basis by the 10th of each month. In addition, Recipient agrees to permit the City personnel to inspect, as it deems necessary, all records pertaining to the grants and activities.
- b) All costs related to the funded activities shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All payrolls, checks, invoices, contracts, vouchers or other accounting supportive documents pertaining in whole or in part to this contract shall be clearly identified and be readily accessible to the City or its representative(s).
- c) All recipients must maintain individualized grant accounting records.
- d) All reports and supporting records must be maintained in accordance with guidance provided by the Department of Policy, Planning and Development.

4. CUSTODIANSHIP

- a) The City of East Orange is the owner of all records pertaining to the HUD grant and activities. Such records include any reports, payrolls, cancelled checks, invoices, contracts, vouchers or any other accounting supportive documents.
- b) The Recipient herein is the custodian of all records and reports as are required by HUD.
- c) All such reports and documents held by the custodian shall be produced upon demand within five (5) days of said request to the City or its authorized representative(s).
- d) Pursuant to said custodian completing the "AGREEMENT of CUSTODIANSHIP," said Recipient shall be personally liable for such records and other account documentation which are lost, destroyed or for any other reason such records are not accessible to the City or its representatives.

5. COMPENSATION AND METHOD OF PAYMENT

The City agrees to pay the recipient the amount of \$ \$20,000.00 . Any or all project balance in arrears, as of the date of this contract, but subsequent to an approved City date of commencement, may be deducted from the total grant award. The grant funding will be disbursed subject to receipt of supportive documentation to substantiate the request for payment as required herein or as demanded by the City to include bills to support purchases, prior approval,

multiple price quotes, and payroll printouts. Grant funds will be disbursed in accordance with the City's Finance Department Procedures. All grant awards will be encumbered by means of a purchase order and checks issued within 30 Days.

6. AUDITS AND INSPECTION

- a. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City a manual ledger for Community Development Block Grant funds and all of the Recipient's records with respect to any and all matters covered by this contract to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions and employment, and any other data relating to all matters covered by this contract. Duplicate copies of all documentation must be kept on file until the completion of a final audit by the City, but not less than two (2) years after the end of the contract period.
- b. If this contract is for more than \$10,000 in Community Development Block Grant funds, Recipients are required to submit a certified copy of an annual audit regarding the contracted program to the Department of Policy, Planning and Development.

7. CONFLICT OF INTEREST

The Recipient covenants that no person who presently exercises any function or responsibilities in connection with the program has any personal financial interest, direct or indirect, in this contract. The Recipient further covenants that in performance of this contract no person having any conflicting interest shall be employed. Any such interest on the part of the recipient or its employees must be disclosed to the City.

8. DISCRIMINATION PROHIBITED

In all hiring or employment made possible by or resulting from this contract:

1. There will not be discrimination against any employee or applicant for employment because of race, religion, sex or national origin.
2. Affirmative Action will be taken to ensure that applicants are employed without regard to their race, color, sex, national origin, ancestry, marital status or sexual orientation.

Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, recruitment advertising, rates of pay, layoff or termination or other forms of compensation and selection for training, including apprenticeship.

No person shall, on the grounds of race, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this contract.

Affirmative Action: All municipal, state and federal statutes, regulations, and rules concerning Affirmative Action, shall be the responsibility of the Recipient.

Legal Compliance:

The Recipient, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Recipient, where applicable, will send to each labor union representative, worker with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City's contracting officer advising the labor union or workers' representative of the consultant's commitments under this act and shall post copies of the notice in conspicuous places available to employee and applicants for employment.

The Recipient, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and EEO Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to PL 1975, as amended and supplemented from time to time.

The Recipient agrees to inform in writing appropriate recruitment agencies in the area including: employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation and that the Recipient will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The Recipient agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that any and all such actions conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey; and applicable federal law and applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey. The Recipient shall furnish such reports or other documents to the Division of Contract Compliance and EEO Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

The Parties of this contract do hereby agree that the provisions of NJSA. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

9. LOBBYING PROHIBITED

None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of New Jersey, or the City Council of the City of East Orange.

10. POLITICAL ACTIVITY

None of the funds, materials, property or service provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

11. LIABILITY OF THE PARTIES

The Recipient agrees to protect, defend, hold harmless, and indemnify the City, its officers, agents, officials, and employees from any and all claims, actions, causes of action, judgments, liabilities, costs, expenses and liens arising out of the Recipient's performance under this contract caused by or as a result from recipient's negligent intentional or unintentional acts or omissions.

12. TERMINATION, SUSPENSION OR MODIFICATION OF CONTRACT

- a. If the Recipient unduly delays in carrying out any phase of the project's activity, fails to comply with any of the provisions of this contract, or abandons any of the projected plan(s), the City may, by written notice via regular mail to the recipient, suspend or terminate any or all of the City's obligations under this contract.
- b. Further, should the United States Department of Housing and Urban Development (HUD) find it necessary to terminate or reduce the funds allocated to this particular project, a written notice sent via regular mail thirty (30) in advance to the contractor will suspend, terminate or reduce any of the City's obligations under this contract.
- c. All changes from the original application must be requested in writing from the City via confirmed facsimile or registered mail. Such modification must be mutually agreed upon in writing by and between the Recipient and the City.
- d. If an over-expenditure of a grant line item is made without permission, such over-expenditure will be the responsibility of the Recipient. If an expenditure is disallowed by the United States Department of Housing and Urban Development, which has not received prior approval from the City, the amount disallowed will be paid to the City by the agency that incurred the costs.

- e. Funds reserved in contingencies shall receive prior written approval by the City of East Orange Community Development Director or designee prior to Recipient cost-incurrence.
- f. The Recipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee.
- g. **The City shall have the right to nullify this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available for breach or violation of any provision herein.**

13. PROPERTY

- a. Disposition of all Real Property, Personal Property, Expendable Personal Property and Excess Property shall be in accordance with procedures provided by the Department of Policy, Planning and Development, in the event that an agency is not refunded or terminates its services for any reason.
- b. All said property, as hereinbefore set out, not subject to Federal housing and Urban Development jurisdiction, will revert to the City of East Orange as owner thereafter.

14. NON-COMPLIANCE

- a. In the event that a Recipient is found to be in substantive non-compliance with this contract, all vouchers received pursuant to the reporting period(s) of non-compliance for resolution or disposition and a summary of all expenditures shall be forwarded to the Division of Community Development for an initial compliance review. Questions regarding any discrepancies will be sent to the Recipient to allow the Recipient to respond.
- b. The Recipient will be determined to be in non-compliance with this contract if in violation of any of its provisions.
- c. Any Recipient who does not maintain records, reports, vouchers and supporting documentation in accordance with the reporting, record keeping and other directives provided by the City shall be in non-compliance with this contract.
- d. Further, non-compliance with reporting or record keeping requirements shall result in review by the Office of the City Administrator.
- e. Reports shall be submitted promptly on the dates noted herein and on dates furnished by the City to assure that reporting requirements to HUD are met.

- f. **If, after completion of an impact evaluation, the City ascertains that the project is not relevant to the local situation, the City and Recipient shall discuss the manner by which greater relevancy can be attained, or shall take those steps necessary to terminate this Agreement.**

15. PROJECT CLOSE-OUT

The City of East Orange will recapture any and all unexpected balances of monies not spent under the terms of this contract at contract termination or completion.

16. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT/INSURANCE

The Recipient must execute the enclosed HOLD HARMLESS AND INDEMNIFICATION AGREEMENT and;

- a. Recipient agrees to carry malpractice or errors or omissions insurance and provide Comprehensive Fidelity Bond Coverage with minimum coverage limits of one million dollars (\$1,000,000). Consultant shall provide a certificate of insurance upon the signing of this Agreement. During the term of this Agreement, Recipient shall not change the terms and conditions of such insurance policy, except upon the prior written approval of the City Administrator, whose approval shall not be unreasonably withheld.
- b. Recipient shall also carry General Liability Insurance coverage with a limit of not less than the amount of one million dollars (\$1,000,000). Such insurance shall cover personal injury and property damage. The City shall be an additional named insured on that policy. Upon the signing of this Agreement, Recipient agrees to furnish the City with a certificate of insurance evidencing that it has complied with the obligations under this subparagraph.

17. NEW JERSEY BUSINESS REGISTRATION REQUIREMENT

The Recipient shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the recipient. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the recipient shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used. For the term of the contract, the recipient and each of its affiliates and its subcontractor and each of its affiliates [N.J.S.A. 52:32-44 (g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of PL 2001, c.134 ©52:32-44 et al) or subsection e. or f. section 92 of P.L. 1977, c. 110©5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not provided under a contract with contracting agency.

18. THIRD PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not a signatory a third-party beneficiary of any right created by this agreement.

19. ASSIGNMENT

Consultant may not assign or transfer the Agreement, or any interest herein or any claim hereunder, or subcontract any portion of the work hereunder, without the prior written consent of the City Administrator. If the City Administrator consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

20. SEVERABILITY

In the event one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a provision mutually acceptable to the Parties.

21. HEADING

The paragraph headings in the Agreement are for reference purposes only and shall not limit or otherwise affect any of the terms and conditions herein.

22. NON-WAIVER

No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall constitute a waiver of such right or remedy unless it is a written waiver signed by the waiving party, nor shall such a delay or failure operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. Any written waiver shall be applicable to its circumstances only and shall not, nor shall it be deemed to be, applicable to any other or subsequent default.

23. DRUG-FREE WORKPLACE POLICY

All terms of the City of East Orange Drug-Free Workplace Policy and the City of East Orange Drug-Free Workplace Policy Recipient Certification relates to the Recipient Application and this Contract and are hereby made a part of this Contract as Attachment #III and Attachment #IV

24. SUB-CONTRACTING

All financial agreements entered into pursuant to this contract shall be in accordance with this contract and OMB Circular A-87 as revised which is hereby made part of this contract as Attachment #V

25. NOTICES

Any notice required under this Agreement shall be given by registered or certified mail, returned receipt requested, addressed to: City of East Orange, Department of Policy, Planning and Development, 44 City Hall Plaza, East Orange, New Jersey 07018.

IN WITNESS WHEREOF the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their corporate seal to be affixed hereto, and duly executed in quadruplicate.

ATTEST:

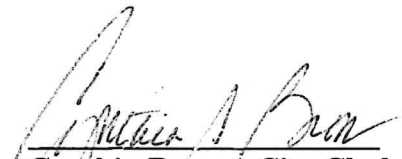
Secretary



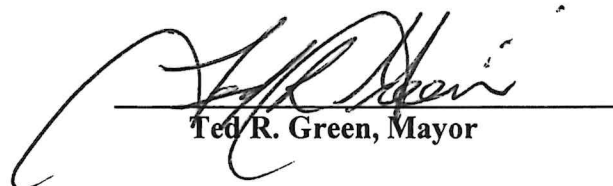
Authorized Signature for Recipient

DATE:

ATTEST:



Cynthia Brown, City Clerk



Ted R. Green, Mayor

Attachment # III

City of East Orange Drug-Free Workplace Policy

On November 18, 1988, Congress passed the **Drug-Free Workplace Act of 1988** requiring **grantees of Federal Agencies to certify that they will provide drug-free workplaces as a pre-condition for receiving a Federal Grant.**

This statement is to clarify, in a formal way, the City's policy regarding the work-related effects of drug use and the unlawful possession of controlled substances on City premises or while conducting City business.

Our policy is as follows:

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, healthful, safe and secure work environment.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on City premises or while conducting City business off City premises is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

The City recognizes drug dependency as an illness and a major health problem. The City also recognizes drug and alcohol abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use our Substance Abuse Program for information and/or referral services, and our health insurance plans, as appropriate. **Conscientious efforts to seek help will not jeopardize any employee's job, and will not be noted in any personnel record.**

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off City premises while conducting business. A report of a conviction must be made within five (5) days after the conviction.

The City of East Orange will notify the U.S. Department of Housing and Urban Development within ten (10) days after receiving notice of any employee convicted of a violation as described in this policy.

The City of East Orange is committed to making a good faith effort to maintain a drug-free workplace by implementing the requirements under the Drug-Free Workplace Act.

**Ted R. Green
MAYOR**

Attachment # IV

THE CITY OF EAST ORANGE DRUG-FREE WORKPLACE POLICY SUB-GRANTEE CERTIFICATION

Recipient's Responsibilities

To be eligible for contract awards or grants, **recipients must certify to the federal contracting or granting agency that they will meet certain requirements designed to keep their workplaces free of illegal drugs.** Specially, contractors and sub-grantees must agree to:

Publish a policy prohibiting the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace. The policy statement must specify actions that will be taken against employees who violate the policy's provisions. In addition to publishing this policy statement, employers must provide their workers with a copy of the document.

Establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse; the employer's intent to maintain a drug-free workplace; the availability of counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees who abuse drugs.

Inform employees and they are required, as a condition of employment, not only to abide by the policy, but to report any criminal convictions for drug-related activity in the workplace. Employees must notify their employer no later than five (5) days after a conviction.

Notify the City of East Orange Community Development Director or designee of any criminal convictions of employees for illegal drug activity in the workplace. This notice must be provided within five (5) days of learning about a conviction.

Take appropriate personnel action against any employee convicted of a criminal drug offense. Recipients are required to impose sanctions, which can range from discharge to a requirement of satisfactory participation in a drug abuse assistance or rehabilitation program, against workers who have been convicted of criminal workplace violations of drug laws. Such sanctions must be imposed within 30 days of the date the employer learns of a conviction.

Make a "good faith" effort to maintain a drug-free workplace by complying with the law's requirements. The Act indicates that the reported number of employees convicted of criminal workplace violations of drug laws may be used to determine how good an effort a sub-grantee is making. It does not, however, provided an across-the-board standard for how many convictions would be sufficient to trigger such a determination.

RECIPIENT SANCTIONS

Recipients that fail to meet the Act's requirements to ensure a drug-free workplace are subject to a number of sanctions. They risk the suspension or termination of their federal contract or grant payments if they:

Falsely certify that they will provide a drug-free workplace.

Violate a certification by failing to comply with the law.

Report such a large number of employees who have been convicted of illegal drug activity that it appears that the firm has not made a good-faith effort to maintain a drug-free workplace.

Failure to comply with the Act's requirements also can lead to debarment from participation in future contract or grant activity. If debarment proceedings are instituted and a final decision is made to debar a recipient, the contractor or recipient may not receive a federal contract or grant or participate in the federal procurement process for a period of up to five (5) years – two years more than the three-year standard typically specified under other federal contract law enforcement systems.

I hereby certify that I, _____ am aware of the requirements of the Federal Drug-Free Workplace Act of 1988 and that the

_____ has adopted the Drug-Free Workplace
Sub-Grantee

Policy and will make a good faith effort to maintain a drug-free workplace.

Date

9/15/22

Signature

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a series of loops and a final vertical stroke.

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this verification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans and cooperative agreements) and that all recipients shall certify and disclose accordingly.

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

Keely Freeman
Typed Name of Authorized Representative

Director
Title


Signature of Authorized Representative

9/15/22
Date

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2021 by and between

Sierra House Transitional Program (hereinafter, the Recipient) and The City of East Orange (hereinafter, the City), a Municipal Corporation of the State of New Jersey;

WITNESSETH THAT:

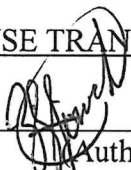
WHEREAS, the City is a grantee of Federal funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended by 42.U.S.C 5301, et.seq., and

WHEREAS, the Recipient, a private, non-profit corporation of the State of New Jersey, having made application to the City for a portion of the aforementioned funds for the purpose of providing homeless individuals and families with transitional housing and to transition homeless young woman and their children into self-sufficient living said application having been approved by the City; and

WHEREAS, the Recipient and the City having entered into a Third-Party Contract on the 1st day of July, 2021 regarding the expenditure of the aforementioned funds granted to the Recipient by the City;

NOW, THEREFORE, the Recipient hereby agrees to protect, defend, indemnify and hold harmless the City and its employees, agents' representatives or assigns against liability for any claims, causes of action, judgments, liabilities, cost, expenses, liens and lawsuit directly or indirectly associated with the purpose of providing a program by the Recipient or by its employees, agents representative or assigns.

Name of Project: SIERRA HOUSE TRANSITIONAL PROGRAM

Signature: _____
 Authorized Agent)

Print Name: Zobon Tomah

Failure to comply with the terms of this contract, as set forth herein, and as determined by the City, will allow the City to abrogate the contract and declare the same void.

IN WITNESS THEREOF, the City of East Orange and the Recipient have executed this contract as of the date first above written.

ATTEST:

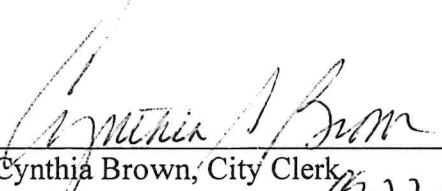
Secretary



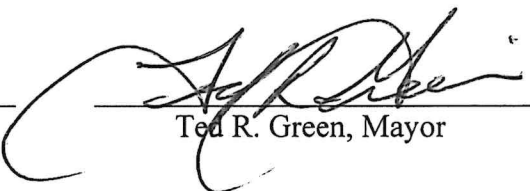
Authorized Signature for Recipient

DATE:

ATTEST:



Cynthia Brown, City Clerk



Ted R. Green, Mayor

THIRD PARTY CONTRACT

BETWEEN

Nassan's Place

AND

THE CITY OF EAST ORANGE, NEW JERSEY

THIRD PARTY CONTRACT

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AND Nassan's Place

(Address) P. O. Box 833 East Orange, NJ 07019

hereinafter referred to as the "RECIPIENT,"

WITNESSETH

WHEREAS, the City is a grantee of federal funds pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended by 42 U.S.C. 5301, et seq.; and

WHEREAS, the Recipient, a private non-profit corporation of the State of New Jersey, having made application to the City for a portion of the aforementioned funds, and said application having been approved by the City, pursuant to 24 CFR 570.204;

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No cost may be incurred under this contract after June 30, 2022.

All expenditures pursuant to the contract shall be in accordance with the approved program budget in Attachment I and with OMB Circular A-87, Attachment B, which is hereby made a part of this contract as Attachment II.

Attachment I

Program Description and Cost Allocation

Program Description: Nassan's Place provides access to affordable educational and recreational programs, social outings, support groups, workshops and other resources to help families affected by Autism.

Cost Allocation:

Salaries and Wages	\$9,989.25
Consultant / Contractor Fee	\$150.00
Consumable supplies	\$3,337.50
Other	\$6,517.50

Total \$19,994.25

3. REPORTING REQUIREMENTS

- a) Recipients shall prepare and submit to the City such reports necessary to meet the reporting requirements of the United States Department of Housing and Urban Development (HUD). All data required by the City shall be given on a monthly basis by the 10th of each month. In addition, Recipient agrees to permit the City personnel to inspect, as it deems necessary, all records pertaining to the grants and activities.
- b) All costs related to the funded activities shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All payrolls, checks, invoices, contracts, vouchers or other accounting supportive documents pertaining in whole or in part to this contract shall be clearly identified and be readily accessible to the City or its representative(s).
- c) All recipients must maintain individualized grant accounting records.
- d) All reports and supporting records must be maintained in accordance with guidance provided by the Department of Policy, Planning and Development.

4. CUSTODIANSHIP

- a) The City of East Orange is the owner of all records pertaining to the HUD grant and activities. Such records include any reports, payrolls, cancelled checks, invoices, contracts, vouchers or any other accounting supportive documents.
- b) The Recipient herein is the custodian of all records and reports as are required by HUD.
- c) All such reports and documents held by the custodian shall be produced upon demand within five (5) days of said request to the City or its authorized representative(s).
- d) Pursuant to said custodian completing the "AGREEMENT of CUSTODIANSHIP," said Recipient shall be personally liable for such records and other account documentation which are lost, destroyed or for any other reason such records are not accessible to the City or its representatives.

5. COMPENSATION AND METHOD OF PAYMENT

The City agrees to pay the recipient the amount of \$ \$20,000.00 . Any or all project balance in arrears, as of the date of this contract, but subsequent to an approved City date of commencement, may be deducted from the total grant award. The grant funding will be disbursed subject to receipt of supportive documentation to substantiate the request for payment as required herein or as demanded by the City to include bills to support purchases, prior approval,

multiple price quotes, and payroll printouts. Grant funds will be disbursed in accordance with the City's Finance Department Procedures. All grant awards will be encumbered by means of a purchase order and checks issued within two weeks.

6. AUDITS AND INSPECTION

- a. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City a manual ledger for Community Development Block Grant funds and all of the Recipient's records with respect to any and all matters covered by this contract to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions and employment, and any other data relating to all matters covered by this contract. Duplicate copies of all documentation must be kept on file until the completion of a final audit by the City, but not less than two (2) years after the end of the contract period.
- b. If this contract is for more than \$10,000 in Community Development Block Grant funds, Recipients are required to submit a certified copy of an annual audit regarding the contracted program to the Department of Policy, Planning and Development.

7. CONFLICT OF INTEREST

The Recipient covenants that no person who presently exercises any function or responsibilities in connection with the program has any personal financial interest, direct or indirect, in this contract. The Recipient further covenants that in performance of this contract no person having any conflicting interest shall be employed. Any such interest on the part of the recipient or its employees must be disclosed to the City.

8. DISCRIMINATION PROHIBITED

In all hiring or employment made possible by or resulting from this contract:

1. There will not be discrimination against any employee or applicant for employment because of race, religion, sex or national origin.
2. Affirmative Action will be taken to ensure that applicants are employed without regard to their race, color, sex, national origin, ancestry, marital status or sexual orientation.

Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, recruitment advertising, rates of pay, layoff or termination or other forms of compensation and selection for training, including apprenticeship.

No person shall, on the grounds of race, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this contract.

Affirmative Action: All municipal, state and federal statutes, regulations, and rules concerning Affirmative Action, shall be the responsibility of the Recipient.

Legal Compliance:

The Recipient, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Recipient, where applicable, will send to each labor union representative, worker with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City's contracting officer advising the labor union or workers' representative of the consultant's commitments under this act and shall post copies of the notice in conspicuous places available to employee and applicants for employment.

The Recipient, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and EEO Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to PL 1975, as amended and supplemented from time to time.

The Recipient agrees to inform in writing appropriate recruitment agencies in the area including: employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation and that the Recipient will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The Recipient agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that any and all such actions conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey; and applicable federal law and applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey. The Recipient shall furnish such reports or other documents to the Division of Contract Compliance and EEO Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

The Parties of this contract do hereby agree that the provisions of NJSA. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

9. LOBBYING PROHIBITED

None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of New Jersey, or the City Council of the City of East Orange.

10. POLITICAL ACTIVITY

None of the funds, materials, property or service provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

11. LIABILITY OF THE PARTIES

The Recipient agrees to protect, defend, hold harmless, and indemnify the City, its officers, agents, officials, and employees from any and all claims, actions, causes of action, judgments, liabilities, costs, expenses and liens arising out of the Recipient's performance under this contract caused by or as a result from recipient's negligent intentional or unintentional acts or omissions.

12. TERMINATION, SUSPENSION OR MODIFICATION OF CONTRACT

- a. If the Recipient unduly delays in carrying out any phase of the project's activity, fails to comply with any of the provisions of this contract, or abandons any of the projected plan(s), the City may, by written notice via regular mail to the recipient, suspend or terminate any or all of the City's obligations under this contract.
- b. Further, should the United States Department of Housing and Urban Development (HUD) find it necessary to terminate or reduce the funds allocated to this particular project, a written notice sent via regular mail thirty (30) in advance to the contractor will suspend, terminate or reduce any of the City's obligations under this contract.
- c. All changes from the original application must be requested in writing from the City via confirmed facsimile or registered mail. Such modification must be mutually agreed upon in writing by and between the Recipient and the City.
- d. If an over-expenditure of a grant line item is made without permission, such over-expenditure will be the responsibility of the Recipient. If an expenditure is disallowed by the United States Department of Housing and Urban Development, which has not received prior approval from the City, the amount disallowed will be paid to the City by the agency that incurred the costs.

- e. Funds reserved in contingencies shall receive prior written approval by the City of East Orange Community Development Director or designee prior to Recipient cost-incurrence.
- f. The Recipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee.
- g. **The City shall have the right to nullify this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available for breach or violation of any provision herein.**

13. PROPERTY

- a. Disposition of all Real Property, Personal Property, Expendable Personal Property and Excess Property shall be in accordance with procedures provided by the Department of Policy, Planning and Development, in the event that an agency is not refunded or terminates its services for any reason.
- b. All said property, as hereinbefore set out, not subject to Federal housing and Urban Development jurisdiction, will revert to the City of East Orange as owner thereafter.

14. NON-COMPLIANCE

- a. In the event that a Recipient is found to be in substantive non-compliance with this contract, all vouchers received pursuant to the reporting period(s) of non-compliance for resolution or disposition and a summary of all expenditures shall be forwarded to the Division of Community Development for an initial compliance review. Questions regarding any discrepancies will be sent to the Recipient to allow the Recipient to respond.
- b. The Recipient will be determined to be in non-compliance with this contract if in violation of any of its provisions.
- c. Any Recipient who does not maintain records, reports, vouchers and supporting documentation in accordance with the reporting, record keeping and other directives provided by the City shall be in non-compliance with this contract.
- d. Further, non-compliance with reporting or record keeping requirements shall result in review by the Office of the City Administrator.
- e. Reports shall be submitted promptly on the dates noted herein and on dates furnished by the City to assure that reporting requirements to HUD are met.

- f. **If, after completion of an impact evaluation, the City ascertains that the project is not relevant to the local situation, the City and Recipient shall discuss the manner by which greater relevancy can be attained, or shall take those steps necessary to terminate this Agreement.**

15. PROJECT CLOSE-OUT

The City of East Orange will recapture any and all unexpected balances of monies not spent under the terms of this contract at contract termination or completion.

16. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT/INSURANCE

The Recipient must execute the enclosed HOLD HARMLESS AND INDEMNIFICATION AGREEMENT and;

- a. Recipient agrees to carry malpractice or errors or omissions insurance and provide Comprehensive Fidelity Bond Coverage with minimum coverage limits of one million dollars (\$1,000,000). Consultant shall provide a certificate of insurance upon the signing of this Agreement. During the term of this Agreement, Recipient shall not change the terms and conditions of such insurance policy, except upon the prior written approval of the City Administrator, whose approval shall not be unreasonably withheld.
- b. Recipient shall also carry General Liability Insurance coverage with a limit of not less than the amount of one million dollars (\$1,000,000). Such insurance shall cover personal injury and property damage. The City shall be an additional named insured on that policy. Upon the signing of this Agreement, Recipient agrees to furnish the City with a certificate of insurance evidencing that it has complied with the obligations under this subparagraph.

17. NEW JERSEY BUSINESS REGISTRATION REQUIREMENT

The Recipient shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the recipient. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the recipient shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used. For the term of the contract, the recipient and each of its affiliates and its subcontractor and each of its affiliates [N.J.S.A. 52:32-44 (g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of PL 2001, c.134 ©52:32-44 et al) or subsection e. or f. section 92 of P.L. 1977, c. 110©5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not provided under a contract with contracting agency.

18. THIRD PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not a signatory a third-party beneficiary of any right created by this agreement.

19. ASSIGNMENT

Consultant may not assign or transfer the Agreement, or any interest herein or any claim hereunder, or subcontract any portion of the work hereunder, without the prior written consent of the City Administrator. If the City Administrator consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

20. SEVERABILITY

In the event one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a provision mutually acceptable to the Parties.

21. HEADING

The paragraph headings in the Agreement are for reference purposes only and shall not limit or otherwise affect any of the terms and conditions herein.

22. NON-WAIVER

No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall constitute a waiver of such right or remedy unless it is a written waiver signed by the waiving party, nor shall such a delay or failure operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. Any written waiver shall be applicable to its circumstances only and shall not, nor shall it be deemed to be, applicable to any other or subsequent default.

23. DRUG-FREE WORKPLACE POLICY

All terms of the City of East Orange Drug-Free Workplace Policy and the City of East Orange Drug-Free Workplace Policy Recipient Certification relates to the Recipient Application and this Contract and are hereby made a part of this Contract as Attachment #III and Attachment #IV

24. SUB-CONTRACTING

All financial agreements entered into pursuant to this contract shall be in accordance with this contract and OMB Circular A-87 as revised which is hereby made part of this contract as Attachment #V

26. NOTICES

Any notice required under this Agreement shall be given by registered or certified mail, returned receipt requested, addressed to: City of East Orange, Department of Policy, Planning and Development , 44 City Hall Plaza, East Orange, New Jersey 07019.

IN WITNESS WHEREOF the parties hereto have set their hands and seals, or caused these presents to be signed by their proper corporate officers and caused their corporate seal to be affixed hereto, and duly executed in quadruplicate.

ATTEST:

Secretary



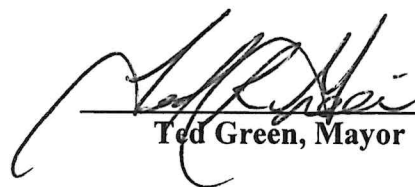
Authorized Signature for Recipient

DATE:

ATTEST:



Cynthia Brown, City Clerk
REC'D 12-10-08



Ted Green, Mayor

Attachment # III

City of East Orange Drug-Free Workplace Policy

On November 18, 1988, Congress passed the **Drug-Free Workplace Act of 1988** requiring **grantees of Federal Agencies to certify that they will provide drug-free workplaces as a pre-condition for receiving a Federal Grant.**

This statement is to clarify, in a formal way, the City's policy regarding the work-related effects of drug use and the unlawful possession of controlled substances on City premises or while conducting City business.

Our policy is as follows:

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, healthful, safe and secure work environment.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on City premises or while conducting City business off City premises is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

The City recognizes drug dependency as an illness and a major health problem. The City also recognizes drug and alcohol abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use our Substance Abuse Program for information and/or referral services, and our health insurance plans, as appropriate. **Conscientious efforts to seek help will not jeopardize any employee's job, and will not be noted in any personnel record.**

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off City premises while conducting business. A report of a conviction must be made within five (5) days after the conviction.

The City of East Orange will notify the U.S. Department of Housing and Urban Development within ten (10) days after receiving notice of any employee convicted of a violation as described in this policy.

The City of East Orange is committed to making a good faith effort to maintain a drug-free workplace by implementing the requirements under the Drug-Free Workplace Act.

**Ted Green
MAYOR**

Attachment # IV

THE CITY OF EAST ORANGE DRUG-FREE WORKPLACE POLICY SUB-GRANTEE CERTIFICATION

Recipient's Responsibilities

To be eligible for contract awards or grants, **recipients must certify to the federal contracting or granting agency that they will meet certain requirements designed to keep their workplaces free of illegal drugs.** Specially, contractors and sub-grantees must agree to:

Publish a policy prohibiting the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace. The policy statement must specify actions that will be taken against employees who violate the policy's provisions. In addition to publishing this policy statement, employers must provide their workers with a copy of the document.

Establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse; the employer's intent to maintain a drug-free workplace; the availability of counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees who abuse drugs.

Inform employees and they are required, as a condition of employment, not only to abide by the policy, but to report any criminal convictions for drug-related activity in the workplace. Employees must notify their employer no later than five (5) days after a conviction.

Notify the City of East Orange Community Development Director or designee of any criminal convictions of employees for illegal drug activity in the workplace. This notice must be provided within five (5) days of learning about a conviction.

Take appropriate personnel action against any employee convicted of a criminal drug offense. Recipients are required to impose sanctions, which can range from discharge to a requirement of satisfactory participation in a drug abuse assistance or rehabilitation program, against workers who have been convicted of criminal workplace violations of drug laws. Such sanctions must be imposed within 30 days of the date the employer learns of a conviction.

Make a "good faith" effort to maintain a drug-free workplace by complying with the law's requirements. The Act indicates that the reported number of employees convicted of criminal workplace violations of drug laws may be used to determine how good an effort a sub-grantee is making. It does not, however, provided an across-the-board standard for how many convictions would be sufficient to trigger such a determination.

RECIPIENT SANCTIONS

Recipients that fail to meet the Act's requirements to ensure a drug-free workplace are subject to a number of sanctions. They risk the suspension or termination of their federal contract or grant payments if they:

Falsely certify that they will provide a drug-free workplace.

Violate a certification by failing to comply with the law.

Report such a large number of employees who have been convicted of illegal drug activity that it appears that the firm has not made a good-faith effort to maintain a drug-free workplace.

Failure to comply with the Act's requirements also can lead to debarment from participation in future contract or grant activity. If debarment proceedings are instituted and a final decision is made to debar a recipient, the contractor or recipient may not receive a federal contract or grant or participate in the federal procurement process for a period of up to five (5) years – two years more than the three-year standard typically specified under other federal contract law enforcement systems.

I hereby certify that I, _____ am aware of the requirements of the Federal Drug-Free Workplace Act of 1988 and that the

_____ has adopted the Drug-Free Workplace
Sub-Grantee

Policy and will make a good faith effort to maintain a drug-free workplace.

9/21/2022
Date

[Signature]
Signature

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

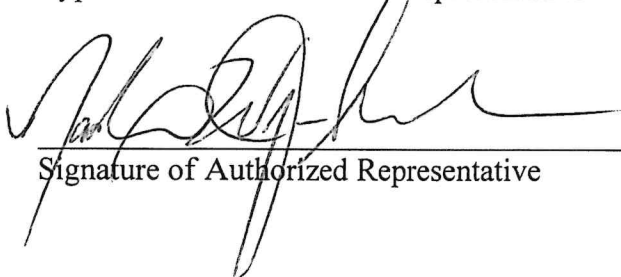
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this verification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans and cooperative agreements) and that all recipients shall certify and disclose accordingly.

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

Nadine Wright-Arbubakrr
Typed Name of Authorized Representative

Executive Director
Title


Signature of Authorized Representative

9/21/2022
Date

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2021 by and between

Nassan's Place (hereinafter, the Recipient) and The City of East Orange (hereinafter, the City),
a Municipal Corporation of the State of New Jersey.

WITNESSETH THAT:

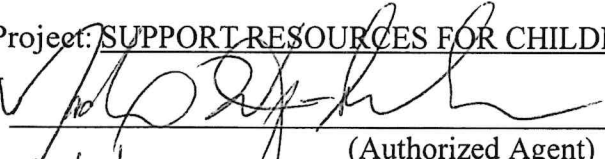
WHEREAS, the City is a grantee of Federal funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended by 42.U.S.C 5301, et.seq., and

WHEREAS, the Recipient, a private, non-profit corporation of the State of New Jersey, having made application to the City for a portion of the aforementioned funds for the purpose of providing access to affordable educational and recreational programs, social outings, support groups, workshops and other resources to help families affected by Autism. And said application having been approved by the City; and

WHEREAS, the Recipient and the City having entered into a Third-Party Contract on the 1st day of July, 2021 regarding the expenditure of the aforementioned funds granted to the Recipient by the City;

NOW, THEREFORE, the Recipient hereby agrees to protect, defend, indemnify and hold harmless the City and its employees, agents representatives or assigns against liability for any claims, causes of action, judgments, liabilities, cost, expenses, liens and lawsuit directly or indirectly associated with the purpose of providing a program by the Recipient or by its employees, agents representative or assigns.

Name of Project: SUPPORT RESOURCES FOR CHILDREN AFFECTED BY AUTISM

Signature: 

(Authorized Agent)

Print Name: Nadine Wright-Arbubakrr

Failure to comply with the terms of this contract, as set forth herein, and as determined by the City, will allow the City to abrogate the contract and declare the same void.

IN WITNESS THEREOF, the City of East Orange and the Recipient have executed this contract as of the date first above written.

ATTEST:

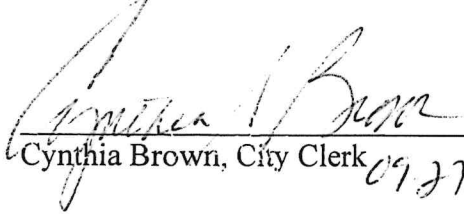
Secretary



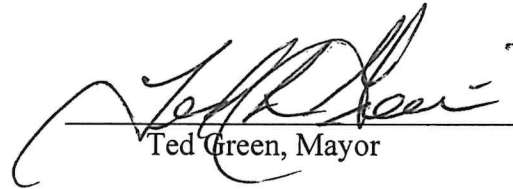
Authorized Signature for Recipient

DATE:

ATTEST:



Cynthia Brown, City Clerk



Ted Green, Mayor

THIRD PARTY CONTRACT

BETWEEN

Isaiah House

AND

THE CITY OF EAST ORANGE, NEW JERSEY

THIRD PARTY CONTRACT

This AGREEMENT, entered into this 1st day of July 2021, by and between the City of East Orange, a Municipal corporation of the State of New Jersey, hereinafter referred to as the "CITY,"

AND Isaiah House

(Address) 238 North Munn Ave. East Orange, NJ 07017

hereinafter referred to as the "RECIPIENT,"

WITNESSETH

WHEREAS, the City is a grantee of federal funds pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended by 42 U.S.C. 5301, et seq.; and

WHEREAS, the Recipient, a private non-profit corporation of the State of New Jersey, having made application to the City for a portion of the aforementioned funds, and said application having been approved by the City, pursuant to 24 CFR 570.204;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. DESCRIPTION OF ACTIVITIES AND COST ALLOCATION

All terms of this contract that relate to the Recipient's application for Community Development Block Grant funding, are hereby made a part of this contract as Attachment I. In the event that any conflict in language, definition, content or interpretation arises between Attachment I and the body of this contract, the provisions of the body of this contract shall prevail.

2. BUDGET AND ALLOWABLE COSTS

Actual and accrued expenditures under this contract shall not exceed \$15,750.00 for the term of this contract which shall be from July 1, 2021 to June 30, 2022.

No cost may be incurred under this contract after June 30, 2022.

All expenditures pursuant to the contract shall be in accordance with the approved program budget in Attachment I and with OMB Circular A-87, Attachment B, which is hereby made a part of this contract as Attachment IV.

Attachment # 1

Program Description and Cost Allocation

Program Description: With the amount funded, Isaiah House will be able to provide temporary, emergency shelter for up to three families or individuals for 60 bed nights @\$109/night per family and \$65/night per individual for up to 60 bed nights. Additionally, Isaiah House will provide food bags to at least 600 families/individuals within 1 year @ \$5/bag, 2 bags per family.

Cost Allocation:

Salaries and Wages	\$5,153.00
Other	\$14,847.00

Total \$20,000.00

3. REPORTING REQUIREMENTS

- a) Recipients shall prepare and submit to the City such reports necessary to meet the reporting requirements of the United States Department of Housing and Urban Development (HUD). All data required by the City shall be given on a monthly basis by the 10th of each month. In addition, Recipient agrees to permit the City personnel to inspect, as it deems necessary, all records pertaining to the grants and activities.
- b) All costs related to the funded activities shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All payrolls, checks, invoices, contracts, vouchers or other accounting supportive documents pertaining in whole or in part to this contract shall be clearly identified and be readily accessible to the City or its representative(s).
- c) All recipients must maintain individualized grant accounting records.
- d) All reports and supporting records must be maintained in accordance with guidance provided by the Department of Policy, Planning and Development.

4. CUSTODIANSHIP

- a) The City of East Orange is the owner of all records pertaining to the HUD grant and activities. Such records include any reports, payrolls, cancelled checks, invoices, contracts, vouchers or any other accounting supportive documents.
- b) The Recipient herein is the custodian of all records and reports as are required by HUD.
- c) All such reports and documents held by the custodian shall be produced upon demand within five (5) days of said request to the City or its authorized representative(s).
- d) Pursuant to said custodian completing the "AGREEMENT of CUSTODIANSHIP," said Recipient shall be personally liable for such records and other account documentation which are lost, destroyed or for any other reason such records are not accessible to the City or its representatives.

5. COMPENSATION AND METHOD OF PAYMENT

The City agrees to pay the recipient the amount of \$ \$20,000.00 . Any or all project balance in arrears, as of the date of this contract, but subsequent to an approved City date of commencement, may be deducted from the total grant award. The grant funding will be disbursed subject to receipt of supportive documentation to substantiate the request for payment as required herein or as demanded by the City to include bills to support purchases, prior approval,

multiple price quotes, and payroll printouts. Grant funds will be disbursed in accordance with the City's Finance Department Procedures. All grant awards will be encumbered by means of a purchase order and checks issued within 30 Days.

6. AUDITS AND INSPECTION

- a. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City a manual ledger for Community Development Block Grant funds and all of the Recipient's records with respect to any and all matters covered by this contract to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions and employment, and any other data relating to all matters covered by this contract. Duplicate copies of all documentation must be kept on file until the completion of a final audit by the City, but not less than two (2) years after the end of the contract period.
- b. If this contract is for more than \$10,000 in Community Development Block Grant funds, Recipients are required to submit a certified copy of an annual audit regarding the contracted program to the Department of Policy, Planning and Development.

7. CONFLICT OF INTEREST

The Recipient covenants that no person who presently exercises any function or responsibilities in connection with the program has any personal financial interest, direct or indirect, in this contract. The Recipient further covenants that in performance of this contract no person having any conflicting interest shall be employed. Any such interest on the part of the recipient or its employees must be disclosed to the City.

8. DISCRIMINATION PROHIBITED

In all hiring or employment made possible by or resulting from this contract:

1. There will not be discrimination against any employee or applicant for employment because of race, religion, sex or national origin.
2. Affirmative Action will be taken to ensure that applicants are employed without regard to their race, color, sex, national origin, ancestry, marital status or sexual orientation.

Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, recruitment advertising, rates of pay, layoff or termination or other forms of compensation and selection for training, including apprenticeship.

No person shall, on the grounds of race, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this contract.

Affirmative Action: All municipal, state and federal statutes, regulations, and rules concerning Affirmative Action, shall be the responsibility of the Recipient.

Legal Compliance:

The Recipient, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Recipient, where applicable, will send to each labor union representative, worker with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City's contracting officer advising the labor union or workers' representative of the consultant's commitments under this act and shall post copies of the notice in conspicuous places available to employee and applicants for employment.

The Recipient, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and EEO Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to PL 1975, as amended and supplemented from time to time.

The Recipient agrees to inform in writing appropriate recruitment agencies in the area including: employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation and that the Recipient will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The Recipient agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that any and all such actions conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey; and applicable federal law and applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey. The Recipient shall furnish such reports or other documents to the Division of Contract Compliance and EEO Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

The Parties of this contract do hereby agree that the provisions of NJSA. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

9. LOBBYING PROHIBITED

None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of New Jersey, or the City Council of the City of East Orange.

10. POLITICAL ACTIVITY

None of the funds, materials, property or service provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

11. LIABILITY OF THE PARTIES

The Recipient agrees to protect, defend, hold harmless, and indemnify the City, its officers, agents, officials, and employees from any and all claims, actions, causes of action, judgments, liabilities, costs, expenses and liens arising out of the Recipient's performance under this contract caused by or as a result from recipient's negligent intentional or unintentional acts or omissions.

12. TERMINATION, SUSPENSION OR MODIFICATION OF CONTRACT

- a. If the Recipient unduly delays in carrying out any phase of the project's activity, fails to comply with any of the provisions of this contract, or abandons any of the projected plan(s), the City may, by written notice via regular mail to the recipient, suspend or terminate any or all of the City's obligations under this contract.
- b. Further, should the United States Department of Housing and Urban Development (HUD) find it necessary to terminate or reduce the funds allocated to this particular project, a written notice sent via regular mail thirty (30) in advance to the contractor will suspend, terminate or reduce any of the City's obligations under this contract.
- c. All changes from the original application must be requested in writing from the City via confirmed facsimile or registered mail. Such modification must be mutually agreed upon in writing by and between the Recipient and the City.
- d. If an over-expenditure of a grant line item is made without permission, such over-expenditure will be the responsibility of the Recipient. If expenditure is disallowed by the United States Department of Housing and Urban Development, which has not received prior approval from the City, the amount disallowed will be paid to the City by the agency that incurred the costs.

- e. Funds reserved in contingencies shall receive prior written approval by the City of East Orange Community Development Director or designee prior to Recipient cost-incurrence.
- f. The Recipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee.
- g. **The City shall have the right to nullify this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available for breach or violation of any provision herein.**

13. PROPERTY

- a. Disposition of all Real Property, Personal Property, Expendable Personal Property and Excess Property shall be in accordance with procedures provided by the Department of Policy, Planning and Development, in the event that an agency is not refunded or terminates its services for any reason.
- b. All said property, as hereinbefore set out, not subject to Federal housing and Urban Development jurisdiction, will revert to the City of East Orange as owner thereafter.

14. NON-COMPLIANCE

- a. In the event that a Recipient is found to be in substantive non-compliance with this contract, all vouchers received pursuant to the reporting period(s) of non-compliance for resolution or disposition and a summary of all expenditures shall be forwarded to the Division of Community Development for an initial compliance review. Questions regarding any discrepancies will be sent to the Recipient to allow the Recipient to respond.
- b. The Recipient will be determined to be in non-compliance with this contract if in violation of any of its provisions.
- c. Any Recipient who does not maintain records, reports, vouchers and supporting documentation in accordance with the reporting, record keeping, and other directives provided by the City shall be in non-compliance with this contract.
- d. Further, non-compliance with reporting or record keeping requirements shall result in review by the Office of the City Administrator.
- e. Reports shall be submitted promptly on the dates noted herein and on dates furnished by the City to assure that reporting requirements to HUD are met.

- f. **If, after completion of an impact evaluation, the City ascertains that the project is not relevant to the local situation, the City and Recipient shall discuss the manner by which greater relevancy can be attained or shall take those steps necessary to terminate this Agreement.**

15. PROJECT CLOSE-OUT

The City of East Orange will recapture any and all unexpected balances of monies not spent under the terms of this contract at contract termination or completion.

16. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT/INSURANCE

The Recipient must execute the enclosed HOLD HARMLESS AND INDEMNIFICATION AGREEMENT and;

- a. Recipient agrees to carry malpractice or errors or omissions insurance and provide Comprehensive Fidelity Bond Coverage with minimum coverage limits of one million dollars (\$1,000,000). Consultant shall provide a certificate of insurance upon the signing of this Agreement. During the term of this Agreement, Recipient shall not change the terms and conditions of such insurance policy, except upon the prior written approval of the City Administrator, whose approval shall not be unreasonably withheld.
- b. Recipient shall also carry General Liability Insurance coverage with a limit of not less than the amount of one million dollars (\$1,000,000). Such insurance shall cover personal injury and property damage. The City shall be an additional named insured on that policy. Upon the signing of this Agreement, Recipient agrees to furnish the City with a certificate of insurance evidencing that it has complied with the obligations under this subparagraph.

17. NEW JERSEY BUSINESS REGISTRATION REQUIREMENT

The Recipient shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the recipient. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the recipient shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used. For the term of the contract, the recipient and each of its affiliates and its subcontractor and each of its affiliates [N.J.S.A. 52:32-44 (g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of PL 2001, c.134 ©52:32-44 et al) or subsection e. or f. section 92 of P.L. 1977, c. 110©5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not provided under a contract with contracting agency.

18. THIRD PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not a signatory a third-party beneficiary of any right created by this agreement.

19. ASSIGNMENT

Consultant may not assign or transfer the Agreement, or any interest herein or any claim hereunder, or subcontract any portion of the work hereunder, without the prior written consent of the City Administrator. If the City Administrator consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

20. SEVERABILITY

In the event one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a provision mutually acceptable to the Parties.

21. HEADING

The paragraph headings in the Agreement are for reference purposes only and shall not limit or otherwise affect any of the terms and conditions herein.

22. NON-WAIVER

No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall constitute a waiver of such right or remedy unless it is a written waiver signed by the waiving party, nor shall such a delay or failure operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. Any written waiver shall be applicable to its circumstances only and shall not, nor shall it be deemed to be, applicable to any other or subsequent default.

23. DRUG-FREE WORKPLACE POLICY

All terms of the City of East Orange Drug-Free Workplace Policy and the City of East Orange Drug-Free Workplace Policy Recipient Certification relates to the Recipient Application and this Contract and are hereby made a part of this Contract as Attachment #III and Attachment #IV

24. SUB-CONTRACTING

All financial agreements entered into pursuant to this contract shall be in accordance with this contract and OMB Circular A-87 as revised which is hereby made part of this contract as Attachment #IV

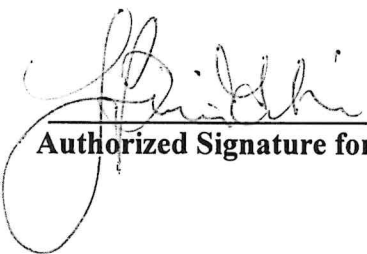
26. NOTICES

Any notice required under this Agreement shall be given by registered or certified mail, returned receipt requested, addressed to: City of East Orange, Department of Policy, Planning and Development, 44 City Hall Plaza, East Orange, New Jersey 07019.

IN WITNESS WHEREOF the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their corporate seal to be affixed hereto, and duly executed in quadruplicate.

ATTEST:

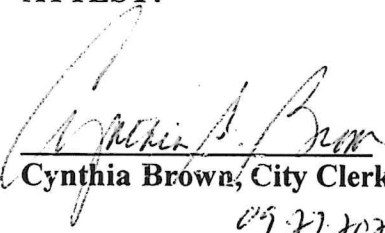
Secretary



Authorized Signature for Recipient

DATE:

ATTEST:



Cynthia Brown, City Clerk



Ted R. Green, Mayor

Attachment # II

City of East Orange Drug-Free Workplace Policy

On November 18, 1988, Congress passed the **Drug-Free Workplace Act of 1988** requiring **grantees of Federal Agencies to certify that they will provide drug-free workplaces as a pre-condition for receiving a Federal Grant.**

This statement is to clarify, in a formal way, the City's policy regarding the work-related effects of drug use and the unlawful possession of controlled substances on City premises or while conducting City business.

Our policy is as follows:

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, healthful, safe and secure work environment.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on City premises or while conducting City business off City premises is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

The City recognizes drug dependency as an illness and a major health problem. The City also recognizes drug and alcohol abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use our Substance Abuse Program for information and/or referral services, and our health insurance plans, as appropriate. **Conscientious efforts to seek help will not jeopardize any employee's job and will not be noted in any personnel record.**

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off City premises while conducting business. A report of a conviction must be made within five (5) days after the conviction.

The City of East Orange will notify the U.S. Department of Housing and Urban Development within ten (10) days after receiving notice of any employee convicted of a violation as described in this policy.

The City of East Orange is committed to making a good faith effort to maintain a drug-free workplace by implementing the requirements under the Drug-Free Workplace Act.

Ted R. Green
MAYOR

Attachment # III

THE CITY OF EAST ORANGE DRUG-FREE WORKPLACE POLICY SUB-GRANTEE CERTIFICATION

Recipient's Responsibilities

To be eligible for contract awards or grants, **recipients must certify to the federal contracting or granting agency that they will meet certain requirements designed to keep their workplaces free of illegal drugs.** Specially, contractors and sub-grantees must agree to:

Publish a policy prohibiting the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace. The policy statement must specify actions that will be taken against employees who violate the policy's provisions. In addition to publishing this policy statement, employers must provide their workers with a copy of the document.

Establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse; the employer's intent to maintain a drug-free workplace; the availability of counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees who abuse drugs.

Inform employees and they are required, as a condition of employment, not only to abide by the policy, but to report any criminal convictions for drug-related activity in the workplace. Employees must notify their employer no later than five (5) days after a conviction.

Notify the City of East Orange Community Development Director or designee of any criminal convictions of employees for illegal drug activity in the workplace. This notice must be provided within five (5) days of learning about a conviction.

Take appropriate personnel action against any employee convicted of a criminal drug offense. Recipients are required to impose sanctions, which can range from discharge to a requirement of satisfactory participation in a drug abuse assistance or rehabilitation program, against workers who have been convicted of criminal workplace violations of drug laws. Such sanctions must be imposed within 30 days of the date the employer learns of a conviction.

Make a "good faith" effort to maintain a drug-free workplace by complying with the law's requirements. The Act indicates that the reported number of employees convicted of criminal workplace violations of drug laws may be used to determine how good an effort a sub-grantee is making. It does not, however, provided an across-the-board standard for how many convictions would be sufficient to trigger such a determination.

RECIPIENT SANCTIONS

Recipients that fail to meet the Act's requirements to ensure a drug-free workplace are subject to a number of sanctions. They risk the suspension or termination of their federal contract or grant payments if they:

Falsely certify that they will provide a drug-free workplace.

Violate a certification by failing to comply with the law.

Report such a large number of employees who have been convicted of illegal drug activity that it appears that the firm has not made a good-faith effort to maintain a drug-free workplace.

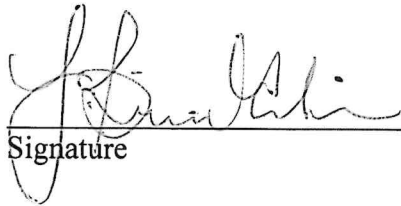
Failure to comply with the Act's requirements also can lead to debarment from participation in future contract or grant activity. If debarment proceedings are instituted and a final decision is made to debar a recipient, the contractor or recipient may not receive a federal contract or grant or participate in the federal procurement process for a period of up to five (5) years – two years more than the three-year standard typically specified under other federal contract law enforcement systems.

I hereby certify that I, _____ am aware of the requirements of the Federal Drug-Free Workplace Act of 1988 and that the

_____ has adopted the Drug-Free Workplace
Sub-Grantee

Policy and will make a good faith effort to maintain a drug-free workplace.

9/21/20
Date


Signature

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this verification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans and cooperative agreements) and that all recipients shall certify and disclose accordingly.

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

Zammeah Bivins-Gibson
Typed Name of Authorized Representative

Title Program Manager


Signature of Authorized Representative

[Signature]
Date 9/21/2022

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2020 by and between

Isaiah House (hereinafter, the Recipient) and The City of East Orange (hereinafter, the City), a Municipal Corporation of the State of New Jersey;

WITNESSETH THAT:

WHEREAS, the City is a grantee of Federal funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended by 42.U.S.C 5301, et.seq., and

WHEREAS, the Recipient, a private, non-profit corporation of the State of New Jersey, having made application to the City for a portion of the aforementioned funds for the purpose of providing temporary, emergency shelter for up to three families or individuals for 60 bed nights @\$109/night per family and \$65/night per individual for up to 60 bed nights. Additionally, Isaiah House will provide food bags to at least 600 families/individuals within 1 year @ \$5/bag, 2 bags per family, and said application having been approved by the City; and

WHEREAS, the Recipient and the City having entered into a Third-Party Contract on the 1st day of July 2020 regarding the expenditure of the aforementioned funds granted to the Recipient by the City;

NOW, THEREFORE, the Recipient hereby agrees to protect, defend, indemnify and hold harmless the City and its employees, agents' representatives or assigns against liability for any claims, causes of action, judgments, liabilities, cost, expenses, liens and lawsuit directly or indirectly associated with the purpose of providing a program by the Recipient or by its employees, agents representative or assigns.

Name of Project: ISAIAH HOUSE

Signature: _____

(Authorized Agent)

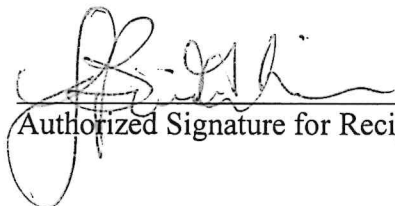
Print Name: _____

Failure to comply with the terms of this contract, as set forth herein, and as determined by the City, will allow the City to abrogate the contract and declare the same void.

IN WITNESS THEREOF, the City of East Orange and the Recipient have executed this contract as of the date first above written.

ATTEST:

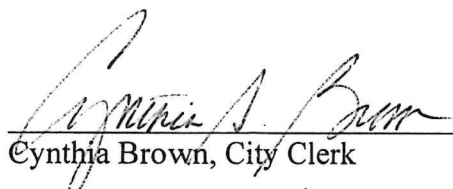
Secretary



Authorized Signature for Recipient

DATE:

ATTEST:



Cynthia Brown, City Clerk
09.27.2022



Ted R. Green, Mayor

THIRD PARTY CONTRACT

BETWEEN

Sierra House

AND

THE CITY OF EAST ORANGE, NEW JERSEY

THIRD PARTY CONTRACT

This AGREEMENT, entered into this 1st day of July, 2022, by and between the City of East Orange, a Municipal corporation of the State of New Jersey, hereinafter referred to as the "CITY,"

AND Sierra House

(Address) 134 Evergreen House, suite 103 East Orange, NJ 07018

_____hereinafter referred to as the "RECIPIENT,"

WITNESSETH

WHEREAS, the City is a grantee of federal funds pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended by 42 U.S.C. 5301, et seq.; and

WHEREAS, the Recipient, a private non-profit corporation of the State of New Jersey, having made application to the City for a portion of the aforementioned funds, and said application having been approved by the City, pursuant to 24 CFR 570.204;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. DESCRIPTION OF ACTIVITIES AND COST ALLOCATION

All terms of this contract that relate to the Recipient's application for Community Development Block Grant funding, are hereby made a part of this contract as Attachment I. In the event that any conflict in language, definition, content or interpretation arises between Attachment I and the body of this contract, the provisions of the body of this contract shall prevail.

2. BUDGET AND ALLOWABLE COSTS

Actual and accrued expenditures under this contract shall not exceed \$24,000.00 for the term of this contract which shall be from July 1, 2022 to June 30, 2023.

No cost may be incurred under this contract after June 30, 2023.

All expenditures pursuant to the contract shall be in accordance with the approved program budget in Attachment I and with OMB Circular A-87, Attachment B, which is hereby made a part of this contract as Attachment IV.

Program Description and Cost Allocation

Purpose of providing homeless individuals and families with transitional housing and to transition homeless young woman and their children into self-sufficient living

Cost Allocation:

Salaries and Wage	\$24,000.00
-------------------	-------------

Total	\$24,000.00
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multiple price quotes, and payroll printouts. Grant funds will be disbursed in accordance with the City's Finance Department Procedures. All grant awards will be encumbered by means of a purchase order and checks issued within 30 Days.

6. AUDITS AND INSPECTION

- a. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City a manual ledger for Community Development Block Grant funds and all of the Recipient's records with respect to any and all matters covered by this contract to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions and employment, and any other data relating to all matters covered by this contract. Duplicate copies of all documentation must be kept on file until the completion of a final audit by the City, but not less than two (2) years after the end of the contract period.
- b. If this contract is for more than \$10,000 in Community Development Block Grant funds, Recipients are required to submit a certified copy of an annual audit regarding the contracted program to the Department of Policy, Planning and Development.

7. CONFLICT OF INTEREST

The Recipient covenants that no person who presently exercises any function or responsibilities in connection with the program has any personal financial interest, direct or indirect, in this contract. The Recipient further covenants that in performance of this contract no person having any conflicting interest shall be employed. Any such interest on the part of the recipient or its employees must be disclosed to the City.

8. DISCRIMINATION PROHIBITED

In all hiring or employment made possible by or resulting from this contract:

1. There will not be discrimination against any employee or applicant for employment because of race, religion, sex or national origin.
2. Affirmative Action will be taken to ensure that applicants are employed without regard to their race, color, sex, national origin, ancestry, marital status or sexual orientation.

Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, recruitment advertising, rates of pay, layoff or termination or other forms of compensation and selection for training, including apprenticeship.

The Parties of this contract do hereby agree that the provisions of NJSA. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

9. LOBBYING PROHIBITED

None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of New Jersey, or the City Council of the City of East Orange.

10. POLITICAL ACTIVITY

None of the funds, materials, property or service provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

11. LIABILITY OF THE PARTIES

The Recipient agrees to protect, defend, hold harmless, and indemnify the City, its officers, agents, officials, and employees from any and all claims, actions, causes of action, judgments, liabilities, costs, expenses and liens arising out of the Recipient's performance under this contract caused by or as a result from recipient's negligent intentional or unintentional acts or omissions.

12. TERMINATION, SUSPENSION OR MODIFICATION OF CONTRACT

- a. If the Recipient unduly delays in carrying out any phase of the project's activity, fails to comply with any of the provisions of this contract, or abandons any of the projected plan(s), the City may, by written notice via regular mail to the recipient, suspend or terminate any or all of the City's obligations under this contract.
- b. Further, should the United States Department of Housing and Urban Development (HUD) find it necessary to terminate or reduce the funds allocated to this particular project, a written notice sent via regular mail thirty (30) in advance to the contractor will suspend, terminate or reduce any of the City's obligations under this contract.
- c. All changes from the original application must be requested in writing from the City via confirmed facsimile or registered mail. Such modification must be mutually agreed upon in writing by and between the Recipient and the City.
- d. If an over-expenditure of a grant line item is made without permission, such over-expenditure will be the responsibility of the Recipient. If an expenditure is disallowed by the United States Department of Housing and Urban Development, which has not received prior approval from the City, the amount disallowed will be paid to the City by the agency that incurred the costs.

- f. **If, after completion of an impact evaluation, the City ascertains that the project is not relevant to the local situation, the City and Recipient shall discuss the manner by which greater relevancy can be attained, or shall take those steps necessary to terminate this Agreement.**

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- a. Recipient agrees to carry malpractice or errors or omissions insurance and provide Comprehensive Fidelity Bond Coverage with minimum coverage limits of one million dollars (\$1,000,000). Consultant shall provide a certificate of insurance upon the signing of this Agreement. During the term of this Agreement, Recipient shall not change the terms and conditions of such insurance policy, except upon the prior written approval of the City Administrator, whose approval shall not be unreasonably withheld.
- b. Recipient shall also carry General Liability Insurance coverage with a limit of not less than the amount of one million dollars (\$1,000,000). Such insurance shall cover personal injury and property damage. The City shall be an additional named insured on that policy. Upon the signing of this Agreement. Recipient agrees to furnish the City with a certificate of insurance evidencing that it has complied with the obligations under this subparagraph.

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25. NOTICES

Any notice required under this Agreement shall be given by registered or certified mail, returned receipt requested, addressed to: City of East Orange, Department of Policy, Planning and Development, 44 City Hall Plaza, East Orange, New Jersey 07018.

IN WITNESS WHEREOF the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their corporate seal to be affixed hereto, and duly executed in quadruplicate.

ATTEST:

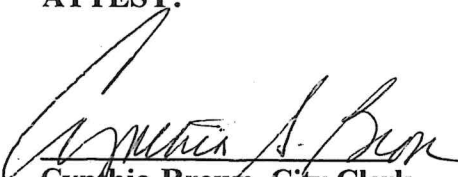
Secretary



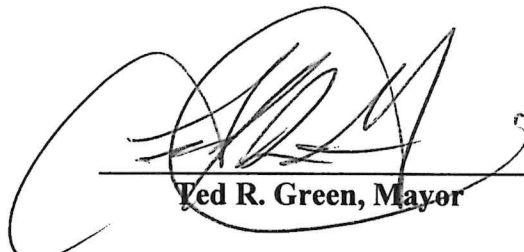
Authorized Signature for Recipient

DATE: 6/5/2003

ATTEST:



Cynthia Brown, City Clerk
04.13.2003



Ted R. Green, Mayor

Attachment # IV

THE CITY OF EAST ORANGE DRUG-FREE WORKPLACE POLICY SUB-GRANTEE CERTIFICATION

Recipient's Responsibilities

To be eligible for contract awards or grants, **recipients must certify to the federal contracting or granting agency that they will meet certain requirements designed to keep their workplaces free of illegal drugs.** Specially, contractors and sub-grantees must agree to:

Publish a policy prohibiting the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace. The policy statement must specify actions that will be taken against employees who violate the policy's provisions. In addition to publishing this policy statement, employers must provide their workers with a copy of the document.

Establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse; the employer's intent to maintain a drug-free workplace; the availability of counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees who abuse drugs.

Inform employees and they are required, as a condition of employment, not only to abide by the policy, but to report any criminal convictions for drug-related activity in the workplace. Employees must notify their employer no later than five (5) days after a conviction.

Notify the City of East Orange Community Development Director or designee of any criminal convictions of employees for illegal drug activity in the workplace. This notice must be provided within five (5) days of learning about a conviction.

Take appropriate personnel action against any employee convicted of a criminal drug offense. Recipients are required to impose sanctions, which can range from discharge to a requirement of satisfactory participation in a drug abuse assistance or rehabilitation program, against workers who have been convicted of criminal workplace violations of drug laws. Such sanctions must be imposed within 30 days of the date the employer learns of a conviction.

Make a "good faith" effort to maintain a drug-free workplace by complying with the law's requirements. The Act indicates that the reported number of employees convicted of criminal workplace violations of drug laws may be used to determine how good an effort a sub-grantee is making. It does not, however, provided an across-the-board standard for how many convictions would be sufficient to trigger such a determination.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2022 by and between

Sierra House Transitional Program (hereinafter, the Recipient) and The City of East Orange (hereinafter, the City), a Municipal Corporation of the State of New Jersey;

WITNESSETH THAT:

WHEREAS, the City is a grantee of Federal funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended by 42.U.S.C 5301, et.seq., and

WHEREAS, the Recipient, a private, non-profit corporation of the State of New Jersey, having made application to the City for a portion of the aforementioned funds for the purpose of providing homeless individuals and families with transitional housing and to transition homeless young woman and their children into self-sufficient living said application having been approved by the City; and

WHEREAS, the Recipient and the City having entered into a Third-Party Contract on the 1st day of July, 2022 regarding the expenditure of the aforementioned funds granted to the Recipient by the City;

NOW, THEREFORE, the Recipient hereby agrees to protect, defend, indemnify and hold harmless the City and its employees, agents' representatives or assigns against liability for any claims, causes of action, judgments, liabilities, cost, expenses, liens and lawsuit directly or indirectly associated with the purpose of providing a program by the Recipient or by its employees, agents representative or assigns.

Name of Project: SIERRA HOUSE TRANSITIONAL PROGRAM

Signature: _____

(Authorized Agent)

Print Name: _____

Keely Freeman

Failure to comply with the terms of this contract, as set forth herein, and as determined by the City, will allow the City to abrogate the contract and declare the same void.

IN WITNESS THEREOF, the City of East Orange and the Recipient have executed this contract as of the date first above written.

ATTEST:

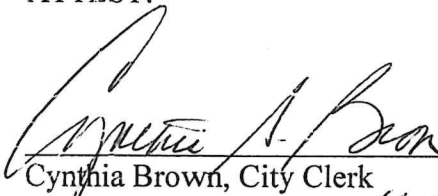
Secretary



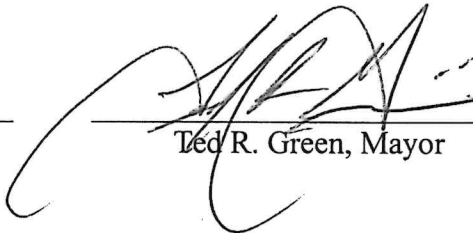
Authorized Signature for Recipient

DATE: 6/5/2023

ATTEST:



Cynthia Brown, City Clerk
06.13.2022



Ted R. Green, Mayor

THIRD PARTY CONTRACT

BETWEEN

Nassan's Place

AND

THE CITY OF EAST ORANGE, NEW JERSEY

THIRD PARTY CONTRACT

This AGREEMENT, entered into this 1st day of July, 2022, by and between the City of East Orange, a Municipal corporation of the State of New Jersey, hereinafter referred to as the "CITY,"

AND Nassan's Place

(Address) P. O. Box 833 East Orange, NJ 07019

hereinafter referred to as the "RECIPIENT,"

WITNESSETH

WHEREAS, the City is a grantee of federal funds pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended by 42 U.S.C. 5301, et seq.; and

WHEREAS, the Recipient, a private non-profit corporation of the State of New Jersey, having made application to the City for a portion of the aforementioned funds, and said application having been approved by the City, pursuant to 24 CFR 570.204;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. DESCRIPTION OF ACTIVITIES AND COST ALLOCATION

All terms of this contract that relate to the Recipient's application for Community Development Block Grant funding, are hereby made a part of this contract as Attachment I. In the event that any conflict in language, definition, content or interpretation arises between Attachment I and the body of this contract, the provisions of the body of this contract shall prevail.

2. BUDGET AND ALLOWABLE COSTS

Actual and accrued expenditures under this contract shall not exceed \$24,000.00 for the term of this contract which shall be from July 1, 2022, to June 30, 2023.

No cost may be incurred under this contract after June 30, 2023.

All expenditures pursuant to the contract shall be in accordance with the approved program budget in Attachment I and with OMB Circular A-87, Attachment B, which is hereby made a part of this contract as Attachment II.

Attachment I

Program Description and Cost Allocation

Program Description: Nassan's Place provides access to affordable educational and recreational programs, social outings, support groups, workshops and other resources to help families affected by Autism.

Cost Allocation:

Salaries and Wages	\$24,000.00
Consultant / Contractor Fee	\$
Consumable supplies	\$
Other	\$

Total \$24,000.00

3. REPORTING REQUIREMENTS

- a) Recipients shall prepare and submit to the City such reports necessary to meet the reporting requirements of the United States Department of Housing and Urban Development (HUD). All data required by the City shall be given on a monthly basis by the 10th of each month. In addition, Recipient agrees to permit the City personnel to inspect, as it deems necessary, all records pertaining to the grants and activities.
- b) All costs related to the funded activities shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All payrolls, checks, invoices, contracts, vouchers or other accounting supportive documents pertaining in whole or in part to this contract shall be clearly identified and be readily accessible to the City or its representative(s).
- c) All recipients must maintain individualized grant accounting records.
- d) All reports and supporting records must be maintained in accordance with guidance provided by the Department of Policy, Planning and Development.

4. CUSTODIANSHIP

- a) The City of East Orange is the owner of all records pertaining to the HUD grant and activities. Such records include any reports, payrolls, cancelled checks, invoices, contracts, vouchers or any other accounting supportive documents.
- b) The Recipient herein is the custodian of all records and reports as are required by HUD.
- c) All such reports and documents held by the custodian shall be produced upon demand within five (5) days of said request to the City or its authorized representative(s).
- d) Pursuant to said custodian completing the "AGREEMENT of CUSTODIANSHIP," said Recipient shall be personally liable for such records and other account documentation which are lost, destroyed or for any other reason such records are not accessible to the City or its representatives.

5. COMPENSATION AND METHOD OF PAYMENT

The City agrees to pay the recipient the amount of \$ \$24,000.00 . Any or all project balance in arrears, as of the date of this contract, but subsequent to an approved City date of commencement, may be deducted from the total grant award. The grant funding will be disbursed subject to receipt of supportive documentation to substantiate the request for payment as required herein or as demanded by the City to include bills to support purchases, prior approval,

multiple price quotes, and payroll printouts. Grant funds will be disbursed in accordance with the City's Finance Department Procedures. All grant awards will be encumbered by means of a purchase order and checks issued within two weeks.

6. AUDITS AND INSPECTION

- a. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City a manual ledger for Community Development Block Grant funds and all of the Recipient's records with respect to any and all matters covered by this contract to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions and employment, and any other data relating to all matters covered by this contract. Duplicate copies of all documentation must be kept on file until the completion of a final audit by the City, but not less than two (2) years after the end of the contract period.
- b. If this contract is for more than \$10,000 in Community Development Block Grant funds, Recipients are required to submit a certified copy of an annual audit regarding the contracted program to the Department of Policy, Planning and Development.

7. CONFLICT OF INTEREST

The Recipient covenants that no person who presently exercises any function or responsibilities in connection with the program has any personal financial interest, direct or indirect, in this contract. The Recipient further covenants that in performance of this contract no person having any conflicting interest shall be employed. Any such interest on the part of the recipient or its employees must be disclosed to the City.

8. DISCRIMINATION PROHIBITED

In all hiring or employment made possible by or resulting from this contract:

1. There will not be discrimination against any employee or applicant for employment because of race, religion, sex or national origin.
2. Affirmative Action will be taken to ensure that applicants are employed without regard to their race, color, sex, national origin, ancestry, marital status or sexual orientation.

Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, recruitment advertising, rates of pay, layoff or termination or other forms of compensation and selection for training, including apprenticeship.

No person shall, on the grounds of race, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this contract.

Affirmative Action: All municipal, state and federal statutes, regulations, and rules concerning Affirmative Action, shall be the responsibility of the Recipient.

Legal Compliance:

The Recipient, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Recipient, where applicable, will send to each labor union representative, worker with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City's contracting officer advising the labor union or workers' representative of the consultant's commitments under this act and shall post copies of the notice in conspicuous places available to employee and applicants for employment.

The Recipient, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and EEO Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to PL 1975, as amended and supplemented from time to time.

The Recipient agrees to inform in writing appropriate recruitment agencies in the area including: employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation and that the Recipient will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The Recipient agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that any and all such actions conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey; and applicable federal law and applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey. The Recipient shall furnish such reports or other documents to the Division of Contract Compliance and EEO Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

The Parties of this contract do hereby agree that the provisions of NJSA. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

9. LOBBYING PROHIBITED

None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of New Jersey, or the City Council of the City of East Orange.

10. POLITICAL ACTIVITY

None of the funds, materials, property or service provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

11. LIABILITY OF THE PARTIES

The Recipient agrees to protect, defend, hold harmless, and indemnify the City, its officers, agents, officials, and employees from any and all claims, actions, causes of action, judgments, liabilities, costs, expenses and liens arising out of the Recipient's performance under this contract caused by or as a result from recipient's negligent intentional or unintentional acts or omissions.

12. TERMINATION, SUSPENSION OR MODIFICATION OF CONTRACT

- a. If the Recipient unduly delays in carrying out any phase of the project's activity, fails to comply with any of the provisions of this contract, or abandons any of the projected plan(s), the City may, by written notice via regular mail to the recipient, suspend or terminate any or all of the City's obligations under this contract.
- b. Further, should the United States Department of Housing and Urban Development (HUD) find it necessary to terminate or reduce the funds allocated to this particular project, a written notice sent via regular mail thirty (30) in advance to the contractor will suspend, terminate or reduce any of the City's obligations under this contract.
- c. All changes from the original application must be requested in writing from the City via confirmed facsimile or registered mail. Such modification must be mutually agreed upon in writing by and between the Recipient and the City.
- d. If an over-expenditure of a grant line item is made without permission, such over-expenditure will be the responsibility of the Recipient. If an expenditure is disallowed by the United States Department of Housing and Urban Development, which has not received prior approval from the City, the amount disallowed will be paid to the City by the agency that incurred the costs.

- e. Funds reserved in contingencies shall receive prior written approval by the City of East Orange Community Development Director or designee prior to Recipient cost-incurrence.
- f. The Recipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee.
- g. **The City shall have the right to nullify this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available for breach or violation of any provision herein.**

13. PROPERTY

- a. Disposition of all Real Property, Personal Property, Expendable Personal Property and Excess Property shall be in accordance with procedures provided by the Department of Policy, Planning and Development, in the event that an agency is not refunded or terminates its services for any reason.
- b. All said property, as hereinbefore set out, not subject to Federal housing and Urban Development jurisdiction, will revert to the City of East Orange as owner thereafter.

14. NON-COMPLIANCE

- a. In the event that a Recipient is found to be in substantive non-compliance with this contract, all vouchers received pursuant to the reporting period(s) of non-compliance for resolution or disposition and a summary of all expenditures shall be forwarded to the Division of Community Development for an initial compliance review. Questions regarding any discrepancies will be sent to the Recipient to allow the Recipient to respond.
- b. The Recipient will be determined to be in non-compliance with this contract if in violation of any of its provisions.
- c. Any Recipient who does not maintain records, reports, vouchers and supporting documentation in accordance with the reporting, record keeping and other directives provided by the City shall be in non-compliance with this contract.
- d. Further, non-compliance with reporting or record keeping requirements shall result in review by the Office of the City Administrator.
- e. Reports shall be submitted promptly on the dates noted herein and on dates furnished by the City to assure that reporting requirements to HUD are met.

- f. **If, after completion of an impact evaluation, the City ascertains that the project is not relevant to the local situation, the City and Recipient shall discuss the manner by which greater relevancy can be attained, or shall take those steps necessary to terminate this Agreement.**

15. PROJECT CLOSE-OUT

The City of East Orange will recapture any and all unexpected balances of monies not spent under the terms of this contract at contract termination or completion.

16. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT/INSURANCE

The Recipient must execute the enclosed HOLD HARMLESS AND INDEMNIFICATION AGREEMENT and;

- a. Recipient agrees to carry malpractice or errors or omissions insurance and provide Comprehensive Fidelity Bond Coverage with minimum coverage limits of one million dollars (\$1,000,000). Consultant shall provide a certificate of insurance upon the signing of this Agreement. During the term of this Agreement, Recipient shall not change the terms and conditions of such insurance policy, except upon the prior written approval of the City Administrator, whose approval shall not be unreasonably withheld.
- b. Recipient shall also carry General Liability Insurance coverage with a limit of not less than the amount of one million dollars (\$1,000,000). Such insurance shall cover personal injury and property damage. The City shall be an additional named insured on that policy. Upon the signing of this Agreement, Recipient agrees to furnish the City with a certificate of insurance evidencing that it has complied with the obligations under this subparagraph.

17. NEW JERSEY BUSINESS REGISTRATION REQUIREMENT

The Recipient shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the recipient. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the recipient shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used. For the term of the contract, the recipient and each of its affiliates and its subcontractor and each of its affiliates [N.J.S.A. 52:32-44 (g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of PL 2001, c.134 ©52:32-44 et al) or subsection e. or f. section 92 of P.L. 1977, c. 110©5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not provided under a contract with contracting agency.

18. THIRD PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not a signatory a third-party beneficiary of any right created by this agreement.

19. ASSIGNMENT

Consultant may not assign or transfer the Agreement, or any interest herein or any claim hereunder, or subcontract any portion of the work hereunder, without the prior written consent of the City Administrator. If the City Administrator consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

20. SEVERABILITY

In the event one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a provision mutually acceptable to the Parties.

21. HEADING

The paragraph headings in the Agreement are for reference purposes only and shall not limit or otherwise affect any of the terms and conditions herein.

22. NON-WAIVER

No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall constitute a waiver of such right or remedy unless it is a written waiver signed by the waiving party, nor shall such a delay or failure operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. Any written waiver shall be applicable to its circumstances only and shall not, nor shall it be deemed to be, applicable to any other or subsequent default.

23. DRUG-FREE WORKPLACE POLICY

All terms of the City of East Orange Drug-Free Workplace Policy and the City of East Orange Drug-Free Workplace Policy Recipient Certification relates to the Recipient Application and this Contract and are hereby made a part of this Contract as Attachment #III and Attachment #IV

24. SUB-CONTRACTING

All financial agreements entered into pursuant to this contract shall be in accordance with this contract and OMB Circular A-87 as revised which is hereby made part of this contract as Attachment #V

26. NOTICES

Any notice required under this Agreement shall be given by registered or certified mail, returned receipt requested, addressed to: City of East Orange, Department of Policy, Planning and Development , 44 City Hall Plaza, East Orange, New Jersey 07019.

IN WITNESS WHEREOF the parties hereto have set their hands and seals, or caused these presents to be signed by their proper corporate officers and caused their corporate seal to be affixed hereto, and duly executed in quadruplicate.

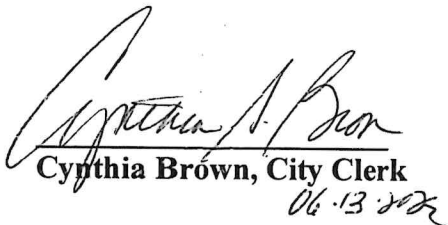
ATTEST:

Secretary


Authorized Signature for Recipient

DATE:

ATTEST:


Cynthia Brown, City Clerk
06.13.2022


Ted Green, Mayor

Attachment # III

City of East Orange Drug-Free Workplace Policy

On November 18, 1988, Congress passed the **Drug-Free Workplace Act of 1988** requiring **grantees of Federal Agencies to certify that they will provide drug-free workplaces as a pre-condition for receiving a Federal Grant.**

This statement is to clarify, in a formal way, the City's policy regarding the work-related effects of drug use and the unlawful possession of controlled substances on City premises or while conducting City business.

Our policy is as follows:

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, healthful, safe and secure work environment.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on City premises or while conducting City business off City premises is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

The City recognizes drug dependency as an illness and a major health problem. The City also recognizes drug and alcohol abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use our Substance Abuse Program for information and/or referral services, and our health insurance plans, as appropriate. **Conscientious efforts to seek help will not jeopardize any employee's job, and will not be noted in any personnel record.**

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off City premises while conducting business. A report of a conviction must be made within five (5) days after the conviction.

The City of East Orange will notify the U.S. Department of Housing and Urban Development within ten (10) days after receiving notice of any employee convicted of a violation as described in this policy.

The City of East Orange is committed to making a good faith effort to maintain a drug-free workplace by implementing the requirements under the Drug-Free Workplace Act.

**Ted Green
MAYOR**

Attachment # IV

THE CITY OF EAST ORANGE DRUG-FREE WORKPLACE POLICY SUB-GRANTEE CERTIFICATION

Recipient's Responsibilities

To be eligible for contract awards or grants, **recipients must certify to the federal contracting or granting agency that they will meet certain requirements designed to keep their workplaces free of illegal drugs.** Specially, contractors and sub-grantees must agree to:

Publish a policy prohibiting the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace. The policy statement must specify actions that will be taken against employees who violate the policy's provisions. In addition to publishing this policy statement, employers must provide their workers with a copy of the document.

Establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse; the employer's intent to maintain a drug-free workplace; the availability of counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees who abuse drugs.

Inform employees and they are required, as a condition of employment, not only to abide by the policy, but to report any criminal convictions for drug-related activity in the workplace. Employees must notify their employer no later than five (5) days after a conviction.

Notify the City of East Orange Community Development Director or designee of any criminal convictions of employees for illegal drug activity in the workplace. This notice must be provided within five (5) days of learning about a conviction.

Take appropriate personnel action against any employee convicted of a criminal drug offense. Recipients are required to impose sanctions, which can range from discharge to a requirement of satisfactory participation in a drug abuse assistance or rehabilitation program, against workers who have been convicted of criminal workplace violations of drug laws. Such sanctions must be imposed within 30 days of the date the employer learns of a conviction.

Make a "good faith" effort to maintain a drug-free workplace by complying with the law's requirements. The Act indicates that the reported number of employees convicted of criminal workplace violations of drug laws may be used to determine how good an effort a sub-grantee is making. It does not, however, provided an across-the-board standard for how many convictions would be sufficient to trigger such a determination.

RECIPIENT SANCTIONS

Recipients that fail to meet the Act's requirements to ensure a drug-free workplace are subject to a number of sanctions. They risk the suspension or termination of their federal contract or grant payments if they:

Falsely certify that they will provide a drug-free workplace.

Violate a certification by failing to comply with the law.

Report such a large number of employees who have been convicted of illegal drug activity that it appears that the firm has not made a good-faith effort to maintain a drug-free workplace.

Failure to comply with the Act's requirements also can lead to debarment from participation in future contract or grant activity. If debarment proceeding are instituted and a final decision is made to debar a recipient, the contractor or recipient may not receive a federal contract or grant or participate in the federal procurement process for a period of up to five (5) years – two years more than the three-year standard typically specified under other federal contract law enforcement systems.

I hereby certify that I, _____ am aware of the requirements of the Federal Drug-Free Workplace Act of 1988 and that the

_____ has adopted the Drug-Free Workplace
Sub-Grantee

Policy and will make a good faith effort to maintain a drug-free workplace.

Date


Signature

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this verification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans and cooperative agreements) and that all recipients shall certify and discloser accordingly.

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

<u>Nadine Wright-Arbubakrr</u>	<u>Executive Director</u>
Typed Name of Authorized Representative	Title
	
Signature of Authorized Representative	Date

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2022 by and between

Nassan's Place (hereinafter, the Recipient) and The City of East Orange (hereinafter, the City),
a Municipal Corporation of the State of New Jersey.

WITNESSETH THAT:

WHEREAS, the City is a grantee of Federal funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended by 42.U.S.C 5301, et.seq., and

WHEREAS, the Recipient, a private, non-profit corporation of the State of New Jersey, having made application to the City for a portion of the aforementioned funds for the purpose of providing access to affordable educational and recreational programs, social outings, support groups, workshops and other resources to help families affected by Autism. And said application having been approved by the City; and

WHEREAS, the Recipient and the City having entered into a Third-Party Contract on the 1st day of July, 2022 regarding the expenditure of the aforementioned funds granted to the Recipient by the City;

NOW, THEREFORE, the Recipient hereby agrees to protect, defend, indemnify and hold harmless the City and its employees, agents representatives or assigns against liability for any claims, causes of action, judgments, liabilities, cost, expenses, liens and lawsuit directly or indirectly associated with the purpose of providing a program by the Recipient or by its employees, agents representative or assigns.

Name of Project: SUPPORT RESOURCES FOR CHILDREN AFFECTED BY AUTISM

Signature: Nadine Wright - Arbubakrr
(Authorized Agent)

Print Name: Nadine Wright - Arbubakrr

Failure to comply with the terms of this contract, as set forth herein, and as determined by the City, will allow the City to abrogate the contract and declare the same void.

IN WITNESS THEREOF, the City of East Orange and the Recipient have executed this contract as of the date first above written.

ATTEST:

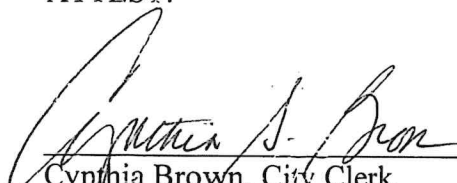
Secretary



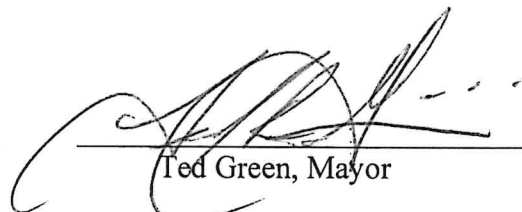
Authorized Signature for Recipient

DATE:

ATTEST:



Cynthia Brown, City Clerk
6-13-2022



Ted Green, Mayor

THIRD PARTY CONTRACT

BETWEEN

Isaiah House

AND

THE CITY OF EAST ORANGE, NEW JERSEY

THIRD PARTY CONTRACT

This AGREEMENT, entered into this 1st day of July 2022, by and between the City of East Orange, a Municipal corporation of the State of New Jersey, hereinafter referred to as the "CITY,"

AND Isaiah House

(Address) 238 North Munn Ave. East Orange, NJ 07017

hereinafter referred to as the "RECIPIENT,"

WITNESSETH

WHEREAS, the City is a grantee of federal funds pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended by 42 U.S.C. 5301, et seq.; and

WHEREAS, the Recipient, a private non-profit corporation of the State of New Jersey, having made application to the City for a portion of the aforementioned funds, and said application having been approved by the City, pursuant to 24 CFR 570.204;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. DESCRIPTION OF ACTIVITIES AND COST ALLOCATION

All terms of this contract that relate to the Recipient's application for Community Development Block Grant funding, are hereby made a part of this contract as Attachment I. In the event that any conflict in language, definition, content or interpretation arises between Attachment I and the body of this contract, the provisions of the body of this contract shall prevail.

2. BUDGET AND ALLOWABLE COSTS

Actual and accrued expenditures under this contract shall not exceed \$24,000 for the term of this contract which shall be from July 1, 2022 to June 30, 2023.

No cost may be incurred under this contract after June 30, 2023.

All expenditures pursuant to the contract shall be in accordance with the approved program budget in Attachment I and with OMB Circular A-87, Attachment B, which is hereby made a part of this contract as Attachment II.

THIRD PARTY CONTRACT

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AND Isaiah House

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No cost may be incurred under this contract after June 30, 2023.

All expenditures pursuant to the contract shall be in accordance with the approved program budget in Attachment I and with OMB Circular A-87, Attachment B, which is hereby made a part of this contract as Attachment II.

Program Description and Cost Allocation

Program Description: With the amount funded, Isaiah House will be able to provide temporary, emergency shelter for up to two families or individuals for 60 bed nights @\$89/night per family and \$45/night per individual for up to 60 bed nights. Additionally Isaiah House will provide food bags to at least 600 families/individuals within 1 year @ \$5/bags per family.

Cost Allocation:

Salaries and Wages	\$4,088.00
Other	\$19,912.00

Total \$24,000 .00

3. REPORTING REQUIREMENTS

- a) Recipients shall prepare and submit to the City such reports necessary to meet the reporting requirements of the United States Department of Housing and Urban Development (HUD). All data required by the City shall be given on a monthly basis by the 10th of each month. In addition, Recipient agrees to permit the City personnel to inspect, as it deems necessary, all records pertaining to the grants and activities.
- b) All costs related to the funded activities shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All payrolls, checks, invoices, contracts, vouchers or other accounting supportive documents pertaining in whole or in part to this contract shall be clearly identified and be readily accessible to the City or its representative(s).
- c) All recipients must maintain individualized grant accounting records.
- d) All reports and supporting records must be maintained in accordance with guidance provided by the Department of Policy, Planning and Development.

4. CUSTODIANSHIP

- a) The City of East Orange is the owner of all records pertaining to the HUD grant and activities. Such records include any reports, payrolls, cancelled checks, invoices, contracts, vouchers or any other accounting supportive documents.
- b) The Recipient herein is the custodian of all records and reports as are required by HUD.
- c) All such reports and documents held by the custodian shall be produced upon demand within five (5) days of said request to the City or its authorized representative(s).
- d) Pursuant to said custodian completing the "AGREEMENT of CUSTODIANSHIP," said Recipient shall be personally liable for such records and other account documentation which are lost, destroyed or for any other reason such records are not accessible to the City or its representatives.

5. COMPENSATION AND METHOD OF PAYMENT

The City agrees to pay the recipient the amount of \$ \$24,000.00 . Any or all project balance in arrears, as of the date of this contract, but subsequent to an approved City date of commencement, may be deducted from the total grant award. The grant funding will be disbursed subject to receipt of supportive documentation to substantiate the request for payment as required herein or as demanded by the City to include bills to support purchases, prior approval,

multiple price quotes, and payroll printouts. Grant funds will be disbursed in accordance with the City's Finance Department Procedures. All grant awards will be encumbered by means of a purchase order and checks issued within 30 Days.

6. AUDITS AND INSPECTION

- a. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City a manual ledger for Community Development Block Grant funds and all of the Recipient's records with respect to any and all matters covered by this contract to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions and employment, and any other data relating to all matters covered by this contract. Duplicate copies of all documentation must be kept on file until the completion of a final audit by the City, but not less than two (2) years after the end of the contract period.
- b. If this contract is for more than \$10,000 in Community Development Block Grant funds, Recipients are required to submit a certified copy of an annual audit regarding the contracted program to the Department of Policy, Planning and Development.

7. CONFLICT OF INTEREST

The Recipient covenants that no person who presently exercises any function or responsibilities in connection with the program has any personal financial interest, direct or indirect, in this contract. The Recipient further covenants that in performance of this contract no person having any conflicting interest shall be employed. Any such interest on the part of the recipient or its employees must be disclosed to the City.

8. DISCRIMINATION PROHIBITED

In all hiring or employment made possible by or resulting from this contract:

1. There will not be discrimination against any employee or applicant for employment because of race, religion, sex or national origin.
2. Affirmative Action will be taken to ensure that applicants are employed without regard to their race, color, sex, national origin, ancestry, marital status or sexual orientation.

Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, recruitment advertising, rates of pay, layoff or termination or other forms of compensation and selection for training, including apprenticeship.

No person shall, on the grounds of race, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this contract.

Affirmative Action: All municipal, state and federal statutes, regulations, and rules concerning Affirmative Action, shall be the responsibility of the Recipient.

Legal Compliance:

The Recipient, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Recipient, where applicable, will send to each labor union representative, worker with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City's contracting officer advising the labor union or workers' representative of the consultant's commitments under this act and shall post copies of the notice in conspicuous places available to employee and applicants for employment.

The Recipient, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and EEO Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to PL 1975, as amended and supplemented from time to time.

The Recipient agrees to inform in writing appropriate recruitment agencies in the area including: employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation and that the Recipient will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The Recipient agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that any and all such actions conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey; and applicable federal law and applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey. The Recipient shall furnish such reports or other documents to the Division of Contract Compliance and EEO Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

The Parties of this contract do hereby agree that the provisions of NJSA. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

9. LOBBYING PROHIBITED

None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of New Jersey, or the City Council of the City of East Orange.

10. POLITICAL ACTIVITY

None of the funds, materials, property or service provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

11. LIABILITY OF THE PARTIES

The Recipient agrees to protect, defend, hold harmless, and indemnify the City, its officers, agents, officials, and employees from any and all claims, actions, causes of action, judgments, liabilities, costs, expenses and liens arising out of the Recipient's performance under this contract caused by or as a result from recipient's negligent intentional or unintentional acts or omissions.

12. TERMINATION, SUSPENSION OR MODIFICATION OF CONTRACT

- a. If the Recipient unduly delays in carrying out any phase of the project's activity, fails to comply with any of the provisions of this contract, or abandons any of the projected plan(s), the City may, by written notice via regular mail to the recipient, suspend or terminate any or all of the City's obligations under this contract.
- b. Further, should the United States Department of Housing and Urban Development (HUD) find it necessary to terminate or reduce the funds allocated to this particular project, a written notice sent via regular mail thirty (30) in advance to the contractor will suspend, terminate or reduce any of the City's obligations under this contract.
- c. All changes from the original application must be requested in writing from the City via confirmed facsimile or registered mail. Such modification must be mutually agreed upon in writing by and between the Recipient and the City.
- d. If an over-expenditure of a grant line item is made without permission, such over-expenditure will be the responsibility of the Recipient. If expenditure is disallowed by the United States Department of Housing and Urban Development, which has not received prior approval from the City, the amount disallowed will be paid to the City by the agency that incurred the costs.

- e. Funds reserved in contingencies shall receive prior written approval by the City of East Orange Community Development Director or designee prior to Recipient cost-incurrence.
- f. The Recipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee.
- g. **The City shall have the right to nullify this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available for breach or violation of any provision herein.**

13. PROPERTY

- a. Disposition of all Real Property, Personal Property, Expendable Personal Property and Excess Property shall be in accordance with procedures provided by the Department of Policy, Planning and Development, in the event that an agency is not refunded or terminates its services for any reason.
- b. All said property, as hereinbefore set out, not subject to Federal housing and Urban Development jurisdiction, will revert to the City of East Orange as owner thereafter.

14. NON-COMPLIANCE

- a. In the event that a Recipient is found to be in substantive non-compliance with this contract, all vouchers received pursuant to the reporting period(s) of non-compliance for resolution or disposition and a summary of all expenditures shall be forwarded to the Division of Community Development for an initial compliance review. Questions regarding any discrepancies will be sent to the Recipient to allow the Recipient to respond.
- b. The Recipient will be determined to be in non-compliance with this contract if in violation of any of its provisions.
- c. Any Recipient who does not maintain records, reports, vouchers and supporting documentation in accordance with the reporting, record keeping and other directives provided by the City shall be in non-compliance with this contract.
- d. Further, non-compliance with reporting or record keeping requirements shall result in review by the Office of the City Administrator.
- e. Reports shall be submitted promptly on the dates noted herein and on dates furnished by the City to assure that reporting requirements to HUD are met.

- f. **If, after completion of an impact evaluation, the City ascertains that the project is not relevant to the local situation, the City and Recipient shall discuss the manner by which greater relevancy can be attained, or shall take those steps necessary to terminate this Agreement.**

15. PROJECT CLOSE-OUT

The City of East Orange will recapture any and all unexpected balances of monies not spent under the terms of this contract at contract termination or completion.

16. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT/INSURANCE

The Recipient must execute the enclosed HOLD HARMLESS AND INDEMNIFICATION AGREEMENT and;

- a. Recipient agrees to carry malpractice or errors or omissions insurance and provide Comprehensive Fidelity Bond Coverage with minimum coverage limits of one million dollars (\$1,000,000). Consultant shall provide a certificate of insurance upon the signing of this Agreement. During the term of this Agreement, Recipient shall not change the terms and conditions of such insurance policy, except upon the prior written approval of the City Administrator, whose approval shall not be unreasonably withheld.
- b. Recipient shall also carry General Liability Insurance coverage with a limit of not less than the amount of one million dollars (\$1,000,000). Such insurance shall cover personal injury and property damage. The City shall be an additional named insured on that policy. Upon the signing of this Agreement. Recipient agrees to furnish the City with a certificate of insurance evidencing that it has complied with the obligations under this subparagraph.

17. NEW JERSEY BUSINESS REGISTRATION REQUIREMENT

The Recipient shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the recipient. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the recipient shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used. For the term of the contract, the recipient and each of its affiliates and its subcontractor and each of its affiliates [N.J.S.A. 52:32-44 (g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of PL 2001, c.134 ©52:32-44 et al) or subsection e. or f. section 92 of P.L. 1977, c. 110©5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not provided under a contract with contracting agency.

18. THIRD PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not a signatory a third-party beneficiary of any right created by this agreement.

19. ASSIGNMENT

Consultant may not assign or transfer the Agreement, or any interest herein or any claim hereunder, or subcontract any portion of the work hereunder, without the prior written consent of the City Administrator. If the City Administrator consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

20. SEVERABILITY

In the event one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a provision mutually acceptable to the Parties.

21. HEADING

The paragraph headings in the Agreement are for reference purposes only and shall not limit or otherwise affect any of the terms and conditions herein.

22. NON-WAIVER

No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall constitute a waiver of such right or remedy unless it is a written waiver signed by the waiving party, nor shall such a delay or failure operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. Any written waiver shall be applicable to its circumstances only and shall not, nor shall it be deemed to be, applicable to any other or subsequent default.

23. DRUG-FREE WORKPLACE POLICY

All terms of the City of East Orange Drug-Free Workplace Policy and the City of East Orange Drug-Free Workplace Policy Recipient Certification relates to the Recipient Application and this Contract and are hereby made a part of this Contract as Attachment #III and Attachment #IV

24. SUB-CONTRACTING

All financial agreements entered into pursuant to this contract shall be in accordance with this contract and OMB Circular A-87 as revised which is hereby made part of this contract as Attachment #V

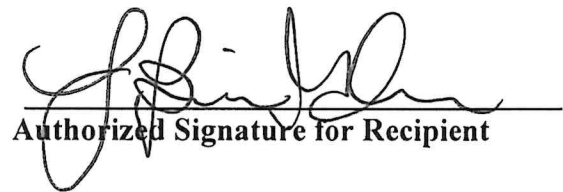
26. NOTICES

Any notice required under this Agreement shall be given by registered or certified mail, returned receipt requested, addressed to: City of East Orange, Department of Policy, Planning and Development , 44 City Hall Plaza, East Orange, New Jersey 07018.

IN WITNESS WHEREOF the parties hereto have set their hands and seals, or caused these presents to be signed by their proper corporate officers and caused their corporate seal to be affixed hereto, and duly executed in quadruplicate.

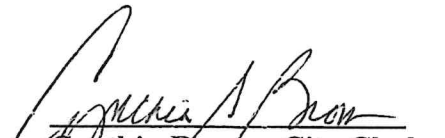
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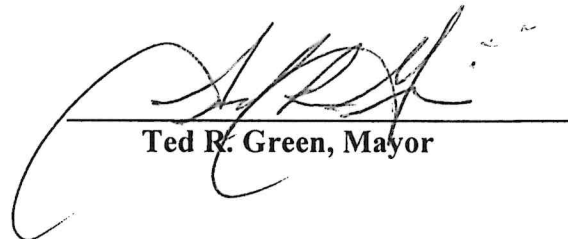

Secretary


Authorized Signature for Recipient

DATE: 6/2/23

ATTEST:


Cynthia Brown, City Clerk
06.13.2023


Ted R. Green, Mayor

Attachment # III

City of East Orange Drug-Free Workplace Policy

On November 18, 1988, Congress passed the **Drug-Free Workplace Act of 1988** requiring **grantees of Federal Agencies to certify that they will provide drug-free workplaces as a pre-condition for receiving a Federal Grant.**

This statement is to clarify, in a formal way, the City's policy regarding the work-related effects of drug use and the unlawful possession of controlled substances on City premises or while conducting City business.

Our policy is as follows:

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, healthful, safe and secure work environment.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on City premises or while conducting City business off City premises is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

The City recognizes drug dependency as an illness and a major health problem. The City also recognizes drug and alcohol abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use our Substance Abuse Program for information and/or referral services, and our health insurance plans, as appropriate. **Conscientious efforts to seek help will not jeopardize any employee's job, and will not be noted in any personnel record.**

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off City premises while conducting business. A report of a conviction must be made within five (5) days after the conviction.

The City of East Orange will notify the U.S. Department of Housing and Urban Development within ten (10) days after receiving notice of any employee convicted of a violation as described in this policy.

The City of East Orange is committed to making a good faith effort to maintain a drug-free workplace by implementing the requirements under the Drug-Free Workplace Act.

Ted R. Green
MAYOR

Attachment # IV

THE CITY OF EAST ORANGE DRUG-FREE WORKPLACE POLICY SUB-GRANTEE CERTIFICATION

Recipient's Responsibilities

To be eligible for contract awards or grants, **recipients must certify to the federal contracting or granting agency that they will meet certain requirements designed to keep their workplaces free of illegal drugs.** Specially, contractors and sub-grantees must agree to:

Publish a policy prohibiting the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace. The policy statement must specify actions that will be taken against employees who violate the policy's provisions. In addition to publishing this policy statement, employers must provide their workers with a copy of the document.

Establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse; the employer's intent to maintain a drug-free workplace; the availability of counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees who abuse drugs.

Inform employees and they are required, as a condition of employment, not only to abide by the policy, but to report any criminal convictions for drug-related activity in the workplace. Employees must notify their employer no later than five (5) days after a conviction.

Notify the City of East Orange Community Development Director or designee of any criminal convictions of employees for illegal drug activity in the workplace. This notice must be provided within five (5) days of learning about a conviction.

Take appropriate personnel action against any employee convicted of a criminal drug offense. Recipients are required to impose sanctions, which can range from discharge to a requirement of satisfactory participation in a drug abuse assistance or rehabilitation program, against workers who have been convicted of criminal workplace violations of drug laws. Such sanctions must be imposed within 30 days of the date the employer learns of a conviction.

Make a "good faith" effort to maintain a drug-free workplace by complying with the law's requirements. The Act indicates that the reported number of employees convicted of criminal workplace violations of drug laws may be used to determine how good an effort a sub-grantee is making. It does not, however, provided an across-the-board standard for how many convictions would be sufficient to trigger such a determination.

RECIPIENT SANCTIONS

Recipients that fail to meet the Act's requirements to ensure a drug-free workplace are subject to a number of sanctions. They risk the suspension or termination of their federal contract or grant payments if they:

Falsely certify that they will provide a drug-free workplace.

Violate a certification by failing to comply with the law.

Report such a large number of employees who have been convicted of illegal drug activity that it appears that the firm has not made a good-faith effort to maintain a drug-free workplace.

Failure to comply with the Act's requirements also can lead to debarment from participation in future contract or grant activity. If debarment proceeding are instituted and a final decision is made to debar a recipient, the contractor or recipient may not receive a federal contract or grant or participate in the federal procurement process for a period of up to five (5) years – two years more than the three-year standard typically specified under other federal contract law enforcement systems.

I hereby certify that I, Zammeah Bivins-Gibson am aware of the requirements of the Federal Drug-Free Workplace Act of 1988 and that the

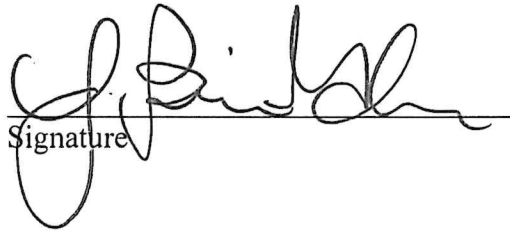
Isaiah House has adopted the Drug-Free Workplace
Sub-Grantee

Policy and will make a good faith effort to maintain a drug-free workplace.

Date

6/2/23

Signature



Certification Regarding Lobbying

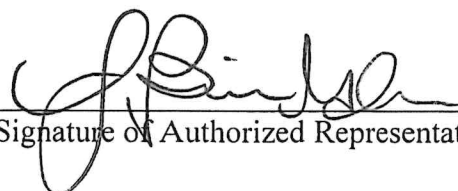
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this verification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans and cooperative agreements) and that all recipients shall certify and discloser accordingly.

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

Zammeah Bivins-Gibson Program Manager
Typed Name of Authorized Representative Title

 6/2/23
Signature of Authorized Representative Date

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2022 by and between

Isaiah House (hereinafter, the Recipient) and The City of East Orange (hereinafter, the City), a Municipal Corporation of the State of New Jersey;

WITNESSETH THAT:

WHEREAS, the City is a grantee of Federal funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended by 42.U.S.C 5301,et.seq., and

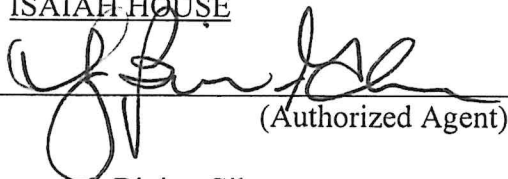
WHEREAS, the Recipient, a private, non-profit corporation of the State of New Jersey, having made application to the City for a portion of the aforementioned funds for the purpose of providing temporary, emergency shelter for up to two families or individuals for 60 bed nights @\$89/night per family and \$45/night per individual for up to 60 bed nights. Additionally Isaiah House will provide food bags to at least 600 families/individuals within 1 year @ \$5/bags per family, and said application having been approved by the City; and

WHEREAS, the Recipient and the City having entered into a Third Party Contract on the 1st day of July, 2022 regarding the expenditure of the aforementioned funds granted to the Recipient by the City;

NOW, THEREFORE, the Recipient hereby agrees to protect, defend, indemnify and hold harmless the City and its employees, agents representatives or assigns against liability for any claims, causes of action, judgments, liabilities, cost, expenses, liens and lawsuit directly or indirectly associated with the purpose of providing a program by the Recipient or by its employees, agents representative or assigns.

Name of Project: ISAIAH HOUSE

Signature: _____

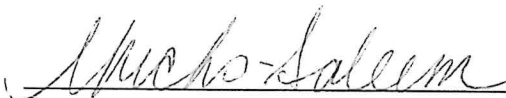

(Authorized Agent)

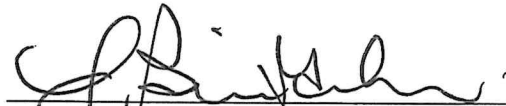
Print Name: Zammeah Bivins-Gibson

Failure to comply with the terms of this contract, as set forth herein, and as determined by the City, will allow the City to abrogate the contract and declare the same void.

IN WITNESS THEREOF, the City of East Orange and the Recipient have executed this contract as of the date first above written.

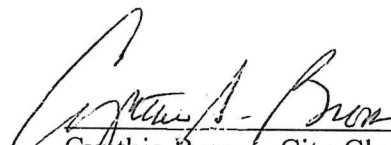
ATTEST:


Secretary


Authorized Signature for Recipient

DATE: 6/2/23

ATTEST:


Cynthia Brown, City Clerk
06-13-2023


Ted R. Green, Mayor