

R15-106
Year XXXVII
COMMUNITY DEVELOPMENT GRANT AGREEMENT

Agreement made this _____ day of _____, 2015, is for the 37th Year (2015-2016) of the Urban County Community Development Block Grant between the Camden County Improvement Authority (CCIA) located at 2220 Voorhees Town Center, Voorhees, New Jersey 08043 on the behalf of the County of Camden, State of New Jersey, 520 Market Street, Camden, NJ 08108, (hereinafter referred to as the "County") and **The Borough of Merchantville**, 1 West Maple Ave, Merchantville, NJ 08109 (hereinafter referred to as the "Municipality").

WITNESSETH THAT:

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-4 et seq.) permits local units such as counties and municipalities to enter into agreements for the provision of joint services; and

WHEREAS, the County has achieved "Urban County" status in accordance with the requirements set forth in Title I of the Housing and Community Development Act of 1974, as amended and the Housing and Urban-Rural Recovery Act of 1983 (the "Act"); and

WHEREAS, the County has entered into a grant agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") under Title I of the Housing and Community Development Act, as amended, for an Entitlement Grant ; and

WHEREAS, this Grant is administered for the County by the Camden County Improvement Authority (CCIA).

WHEREAS, the Municipality has proposed certain activities to be carried out under the 37th Year Program: and

WHEREAS, the County has approved funding for eligible project(s) of the Municipality from said grant and desires the Municipality to undertake said project(s)

NOW, THEREFORE, intending to be legally bound, the parties do mutually agree as follows:

1. Scope of Services.

The County and Municipality shall perform the following necessary services provided under this Agreement in connection with carrying out the above mentioned Program:

- A. The Municipality represents that it has adopted a resolution or ordinance, approving this Agreement and the undertaking of the project(s) as included and

specified in the Application and this Agreement. The Municipality agrees and warrants that it shall completely implement the project(s) in accordance with the provisions of the Act, state law, and all applicable federal laws and regulations, this Agreement, the Application for Program Year XXXVII (2015-2016), and the Community Development Block Grant (hereinafter referred to as CDBG) Guidelines administered and provided by the CCIA. The project(s) are more specifically described in Section 2.

- B. The Municipality shall indemnify, defend and hold harmless the Authority and the County from and against any claim (including any claim brought by persons, firms or corporations hired or retained by the Municipality), liability damage, or expense (including attorney's fees) that the County may incur relating to, arising out of, or existing by reason of the Municipality's performance or breach of this Agreement.
- C. If a sign is to be erected at the project site, said sign shall contain an acknowledgment of Funds provided by the Program.
- D. The Municipality shall operate and maintain the facility in accordance with no less than/ the minimal standards as may be required or prescribed by the applicable federal, state, and local agencies for the maintenance and operation of such facilities.
- E. The following shall be the obligations, functions, and responsibilities of the parties hereto as follows:
 - 1) The administrative functions and responsibilities of the CCIA on the behalf of the County are as follows:
 - a. Preparing and filing the Application with HUD.
 - b. Providing the Municipality with technical assistance relating to the implementation and undertaking of the project in accordance with the requirements and specifications of the Program.
 - c. Completing all required Environmental Review Procedures and Requirements, in accordance with the terms and conditions of this Agreement, including but not limited to the preparation of Draft and Final Environmental Impact Statements, if they are determined by the County to be required.
 - d. Monitoring all project records that are to be kept by the Municipality to determine that records are being kept in accordance with the provisions of this Agreement and all applicable requirements.(HUD 24 CFR parts 84&85)

- e. CCIA retains the right to inspect the work of any contractor, engineer, or architect working on the project at any reasonable time.
- f. Administering the Funds received from HUD including, but not limited to, the disbursement thereof.
- g. Preparing and filing with HUD an annual Community Development grantee performance report.

2) The administrative functions and responsibilities of the Municipality are as follows:

- a. Formulating the Municipality's project proposal.
- b. Providing the required documentation to enable CCIA to complete environmental clearances, approvals and permits.
- c. Administering and implementing the project, including the maintaining of all records and entry of all contracts necessary to implement the project, all of which shall be in accordance with all applicable federal and state laws and regulations, and the provisions of this Agreement.
- d. Obtaining any and all necessary rights-of-way easements, and local approvals prior to the construction of any project.
- e. Notification to CCIA of intent to bid a project.
- f. The advertisement for bids/quotes in accordance with the County CDBG Program Requirements.
- g. Inclusion any language required by HUD, County and CCIA in all bid documents and contracts.
- h. Awarding any project to the lowest responsible bidder.
- i. Obtaining the appropriate prevailing wage rates for the inclusion in any contract and shall enforce the Federal Labor Standards Provisions (Davis-Bacon Act-DBA). CCIA shall cooperate in the enforcement of Federal Labor Standard Provisions (Davis-Bacon Act -DBA).
- j. Notification to CCIA of Date, Site, and Time of a Preconstruction / Conference. Contractor(s) shall not be permitted to begin construction until such meeting is conducted with a CCIA staff member present.

- k. Additionally, the Municipality shall retain any financial records relating to the project for at least five (5) years from the date of completion of work.
- l. The responsibility for inspection of all work of any contractor, engineer, or architect working on any municipal project and shall certify the completion of work.
- m. Assuring that any contractor, engineer, or architect working on the project shall follow all requirements of the Act and applicable regulations and CCIA Guidelines.

2. Project(s) Description, Location, and Funding Amount.

A Project	Senior Center	
1) Project Location	212 Somerset Ave	
2) Census Tract Number		6031
3) Block Group Number		3
4) Description	Installation of new flooring in basement of senior center and/or other CDBG eligible activity.	
5) Breakdown of Funding		\$21,000
a. Architectural • Engineering • Administration		
b. Construction • Renovation • Demolition • Removal		
c. Purchase of Equipment, etc.		
d. Other (Describe)		
Total Year Funds		

3. Activity Performance, Revisions and Amendments.

A. Activity Commencement.

- 1) The Municipality shall have thirty (30) days after receipt of this Agreement to authorize a project consultant to begin design of your proposed CDBG activity.
- 2) Activity design shall begin within three (3) months of receipt of Agreement.
- 3) Projects should be advertised for bid within six (6) months of receipt of Agreement.
- 4) Construction contracts shall be executed within eight (8) months of receipt of Agreement.
- 5) The activity shall be completed within eighteen (18) months of receipt of Agreement.
- 6) Should the deadlines specified above not be met, the Municipality's grant shall revert to the Program for redistribution. Extensions (for good cause) may be granted UPON WRITTEN REQUEST TO THE CCIA ONLY PRIOR TO THE ABOVE DEADLINES. The CCIA and HUD shall determine each extension on a case-by-case basis.

B. Timely Manner.

Each funded activity shall be reviewed by the CCIA staff for progress. If an activity shows no significant progress, the Municipality shall be required to submit written status reports detailing the problems encountered or the reasons for the lack of significant progress. Significant progress shall be determined by the CCIA staff on a case-by-case basis. Furthermore, if the CCIA determines that an activity is not progressing in a timely manner the CCIA retains the prerogative to implement or administer the activity directly.

C. Revisions and Amendments to Municipal Projects.

All revisions and amendments to municipal projects shall be submitted within six (6) months of receipt of grant agreement and meet the following criteria:

- 1) Any site change(s) shall be located in an approved eligible Census Area (block group); or the site change shall ensure that the relevant service area principally services low and moderate income persons.
- 2) The site change shall not alter the intent of the original activity (i.e., - benefit to low and moderate income persons).

- 3) All revisions shall be granted upon approval, in writing by the CCIA. Prior to submitting changes in the Program, requests for project revisions or amendments shall be made in writing to the Executive Director of the CCIA. No changes or revisions are effective until written confirmation of approval has been given. These procedures shall supersede all existing procedures for program revisions and amendments.
- 4) Such changes, which are agreed upon by and between the County and the Municipality, and if necessary, approved by HUD, shall be made a part of this Agreement.
- 5) Any additional costs for environmental reviews shall be borne by the Municipality.
- 6) All revisions and amendments shall maintain the same timetable of implementation as the original project(s).

4. Compliance with Local Laws.

The Municipality shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments, and the CCIA, CDBG Guidelines, which guidelines are available upon request.

5. Compliance by Municipality with Assurances, Application, and Grant Agreement.

The Municipality in accepting and using federal funds agrees to conform its Program to the assurances set forth in the Application and Grant Agreement.

6. Conformance of Municipal Programs with the Community Development Block Grant Regulations.

To the extent applicable, the Municipality shall carry out all assigned activities in accordance with relevant federal regulations including, but not limited to, the Program Management of the Community Development Block Grant Regulation, 24 CFR 570, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments" The common rule, and OMB Circular number A-87 "Cost Principles Applicable to Grants and Contracts with State and Local Governments", 24 CFR Part 85 "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments", as modified by 24 CFR 570.502(a), OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, The New Jersey Energy Policy and Conservation Act, and other applicable laws. The Municipality also acknowledges that it is subject to the same requirements

applicable to sub-recipients, including the requirement for a written agreement set forth in 24 CFR 570.503. The Municipality also acknowledges that any non-governmental sub-recipients (including non-profits) shall also comply with the OMB Circular A-122, "Cost Principles for Non-Profit Organizations" or OMB Circular A-21 "Cost Principles for Educational Institutions," as applicable, 24 CFR Part 84, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," as modified by 24 CFR 570.502(b).

7. Agreement Compensations.

The County of Camden shall pay to the Municipality from its Funds the amount of **\$ 21,000.00** which shall constitute full and complete compensation for the project(s) contained hereunder and described more fully in Section 2.

Such sum shall be paid in the following manner:

- A. In every case subject to the receipt of a voucher for payment, (including an invoice from the sub-recipient) from the Municipality specifying the work performed under this Agreement is in conformance with the Agreement and that it is entitled to receive the amount requested under the terms of this Agreement.
- B. The Municipality shall submit along with the voucher, certification from the architect, engineer, or project manager that the payments requested corresponds with the percentage of work completed.
- C. All expenses or costs incurred by the Municipality, now or in the future, whether foreseen or not, over and above the amount specified in this paragraph, shall be paid by the Municipality out of local municipal funds. Such expenses shall include, but not limited to the following: All Fees and salaries paid to third parties, insurance, all municipal, county, state, or federal permits, licenses, costs for performance and maintenance and surety bonds, all construction costs, taxes, purchase price for tracts of land or buildings; rent advertising costs and all other expenses and salaries which may be required to carry out the intent and goal of this Agreement. From the date of enactment the maximum allowable fee for administration to include, but not limited to all Architectural and Engineering Fees shall not exceed 18% of project(s) funds. No municipalities shall be given permission to administer local Single Family Owner Occupied Housing Rehabilitation Programs.
- D. Any unexpended or unencumbered funds remaining shall be returned to the County within 60 days from the termination of the Agreement or project.

8. Termination for Cause.

If, through any cause, the Municipality shall fail to fulfill in timely and proper manner (as described in Section 3. above) its obligations under this Agreement, or if the Municipality shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Municipality of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data studied, and reports prepared by the Municipality under the Agreement shall, at the option of the County become its property. Upon termination of this Agreement pursuant to Paragraph 7 above, the Municipality shall forthwith return all unexpended proceeds of the grant to the county.

9. Termination for Convenience of County.

The County may terminate this Agreement upon five (5) days' notice in writing from the County to the Municipality. If the Agreement is terminated by the County as provided herein, the Municipality shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Municipality covered by this Agreement, less payments of compensation previously made; Provided however, that if less than sixty percent of the services covered by this Agreement have been performed upon the effective date of such determination, the Municipality shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Municipality during the Agreement period which are directly attributable to the uncompleted portion of the services covered by the Agreement. If this Agreement is terminated due to the fault of the Municipality, Paragraph 8 above, relative to termination shall apply.

10. Indemnification.

The Municipality shall indemnify and save County harmless from any and all judgment, costs, expenses, including attorney fees and claims on account of breach of contract, damaged property or personal injuries (including death) which may be sustained by Municipality, Municipality's employees or agents, or County's employees or agents or third persons, or member of the general public arising out of in any way connected with work done under this Agreement.

11. Assignability.

The Municipality shall not assign any interest in this Agreement, and shall not transfer in the same (whether by assignment or novation) without the prior written approval of the County; provided, however, that claims under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a Trustee in bankruptcy, without such approval. Written notice of any assignment or transfer shall be furnished promptly to the County.

12. Audit and Monitoring.

The County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any and all contracts, books, documents, papers, and records of the Municipality which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts, and transcriptions. The Municipality agrees to permit the County the right to make on-site visits to any project.

13. Sub-recipient Audits:

A. Audits of State Local Governments

- 1) State and local governments or authorities receiving \$100,000 or more a year in Federal financial assistance shall have an audit conducted in accordance with the Single Audit Act.
- 2) State or local governments or authorities receiving between \$25,000 and \$100,000 a year shall have an audit conducted in accordance with the Single Audit Act;
- 3) State or local governments or authorities receiving less than \$25,000 a year shall be exempt from compliance with the Single Audit Act and other Federal audit requirements. Such state and local governments and authorities shall comply with audit requirements prescribed by state or local law or regulation.

B. Audits of States, Local Governments and Non Profit Organizations (OMB Circular A-133 §____.200 of the attachment to Circular No. A-133 published in the Federal Register June 27, 2003)

- 1) Non-Federal entities that expend \$500,000 or more in a year Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- 2) Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with §____.500 of the attachment to Circular No. A-133 published in the Federal Register June 27, 2003 except when they elect to have a program-specific audit conducted in accordance with Paragraph (3) of this section.
- 3) When an auditee expends Federal awards under only one Federal program and the Federal programs laws, requisitions, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §____.235 of the attachment to Circular No. A-133 published in the Federal Register June 27, 2003.

- 4) Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in § .215(a) of the attachment to Circular No. A-133 published in the Federal Register June 27, 2003, but records shall be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

14. Program Income:

As per 24 CFR § 570.503(3), all program income received by the sub-recipient must be identified and returned to the County.

- A. For purposes of this paragraph 14, the term “program income” means: gross income that is received by either a recipient or sub-recipient and has been directly generated from the use of CDBG funds, except as provided in 24 CFR § 570.503(a)(4). For those program income-generating activities that are only partially assisted with CDBG funds, such income is prorated to reflect the actual percentage of CDBG funds that were used.

Program income includes, but is not limited to, the following:

- 1) Proceeds from the disposition by sale or long-term lease (15 years or more) of real property purchased or improved with CDBG funds.
- 2) Proceeds from the disposition of equipment bought with CDBG funds
- 3) Gross income from the use or rental of real property that has been constructed or improved with CDBG funds and that is owned (in whole or in part) by the recipient or sub-recipient. Costs incidental to the generation of the income are deducted from the gross income.
- 4) Proceeds from the sale of loans made with CDBG funds.
- 5) Proceeds from the sale of obligations secured by loans made with CDBG funds any interest earned on funds held in a revolving fund account.
- 6) Any interest earned on program income pending its disposition.
- 7) Funds collected through special assessments that are made against properties owned and occupied by non-low and moderate-income households where the assessments have been made to recover some or the entire CDBG portion of a public improvement.

Program income does not include:

- 1) Interest earned on grant advances from the U.S. Treasury. Any interest earned on grant advances is required to be returned to the U.S. Treasury.
- 2) Proceeds from fund-raising activities earned out by sub-recipients that are receiving CDBG assistance to implement eligible activities.

- 3) Funds collected through special assessments that have been made to recover the non-CDBG portion of a public improvement.
- 4) Proceeds from the disposition by the grantee of real property that has been acquired or improved with CDBG funds when the disposition occurs after grant close-out for entitlement grantees (See 570.505.).
- 5) Proceeds from the disposition of real property that has been acquired or improved with CD8G funds where the disposition occurs within a five year period (or more if so determined by the grantee) after the expiration of the agreement between the grantee and sub-recipient for that specific agreement where the CDBG funds were provided for the acquisition or improvement of the subject property, See 570 503(b)(8).

15. “Section 3” Compliance with Provisions of Training, Employment, and Business Opportunities.

This Agreement is subject to the regulations of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the funding approval.

The Municipality shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the Section 3 clause set forth in 24 CFR § 135.38;

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135 which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any. a notice advising the said labor

organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

The Municipality agrees to abide by the Section 3 clause set forth above and shall cause or require the Section 3 clause to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement

16. Flood Disaster Program.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201 (a) of said act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in

communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102 (a) of said act.

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

17. Equal Employment Opportunity.

A. Activities and contracts not subject to Executive Order 11246 as amended.

In carrying out the Program, the Municipality shall not discriminate against any employee or applicants for employment because of race, color, religion, sex, national origin, familiar status or handicap. The Municipality shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin familiar status or handicap. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discriminating clause. The Municipality shall incorporate the foregoing requirements of this paragraph (A) in all of its contracts for such work and to incorporate such requirements in all of its contractors for such requirements in all subcontracts for Program work.

B. Contracts subject to Executive Order 11246 as amended.

Such contracts shall be subject to Equal Employment Opportunity Regulation at 24 CFR Part 130 applicable to HUD-assisted construction contracts. The Municipality shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

During the Performance of this Agreement the contractor agrees as follows:

- 1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, familiar status or handicap. The contractor shall take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, national origin, familiar status or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this nondiscrimination clause.
- 2) The contractor shall, in all solicitations or advertisements placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin, familiar status or handicap.
- 3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractors' commitment under this section and shall post copies of the notice in conspicuous places available to the employees and applicants for employment.
- 4) The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and all of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for such purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized by law.

- 7) The contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each contractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including such sanctions for noncompliance; Provided however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Municipality agrees that it shall be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Municipality so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under contract.

The Municipality agrees that it shall assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of the contractors and subcontractors with equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor for such compliance; and that it shall otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Municipality further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965 with a contractor debarred from, or who has not demonstrated eligibility for government contracts and federally assisted construction contracts, pursuant to executive order and shall carry out such sanctions and penalties for violation to the equal opportunity clause as may be imposed upon contractor and subcontractors by the Department or Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Municipality agrees that if it fails or refuses to comply with these undertakings the Department may take any or all of the following actions; cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the sub-grantee under the Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Municipality; and refer the case to the Department of Justice for appropriate legal proceedings.

18. Lead-Based Paint Hazards.

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint Regulations, 24 CFR Part 35. Any grants or loans made by the Municipality for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations, and the County shall be responsible for the inspections and certifications responsible under section 35.14 (f) thereof.

19. Compliance with Air and Water Acts.

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 22, as amended from time to time.

- A. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 22.20.
- B. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended 42 USC 1857, and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1318, relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract prompt notice shall be given of any notification received by the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the contractor that he shall include or cause to be included the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the contractor shall take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Act.

20. Federal Labor Standards Provisions.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Municipality and all contractors

engaged under contracts in excess of \$2,000 for the construction, prosecution, completion, or repair of any building or work financed in whole or in part with assistance under this Agreement shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the sub-grantee of its obligation, if any, to require to be inserted in full, in all such contracts subject to such regulations, provisions, meeting the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5a. 3.

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

21. Nondiscrimination under Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968.

This Agreement is subject to the requirements of Titles VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. in the sale, or lease, or other transfer of land acquired, cleared, or improved, with the assistance provided under this Agreement, the Municipality shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, national origin, familiar status or handicap in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected thereon, and providing that the sub-grantee and the United States are beneficiaries of and entitled to enforce such covenant. The Municipality in undertaking its obligation in carrying out the Program assisted hereunder agrees to take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

22. Property Management Standards.

This Agreement is subject to the requirements of Attachment N to the grants management rules of Circular A-102 that prescribes uniform standards governing the utilization and disposition of property acquired in whole or in part with CDBG funds. To comply with these requirements, the Municipality shall not sell, transfer, or change the use of any real property or non-expendable personal property acquired with CDBG funds without the approval of the County.

23. Disposition of Program Income by the Municipality.

All CDBG program income is the property of the County. Program income will be deposited in a contingency fund to be utilized by the Urban County. Any program income received after this Agreement expires shall become the property of the County.

Program income derived from urban county program activities undertaken by or within the jurisdiction of a unit of general local government that thereafter terminates its participation in the urban county shall continue to be a program of the urban county.

24. Reversion of Assets.

Upon the expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable to the use of CDBG funds. Any real property under the Municipality's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the national objectives until five (5) years after expiration of the agreement, or for such longer period of time as determined by the County, or;
- B. Disposed of in a manner that results in the County's being reimbursed in the amount of current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement of the property.

25. Compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

- A. This Agreement is subject to Title II of the Uniform Act and 24 CFR § 42.1, 42.301, 42.305, 42.325, 42.350, 42.375 & 42.390 applicable to all displacement of persons, businesses, nonprofit organizations, and farms occurring as a direct result of any acquisition of real property assisted under this Act.
- B. This Agreement is subject to Title III of the Uniform Act and the regulations at 24 CFR § 42 that are applicable to all acquisitions of real property assisted under this Act.

26. Religious and Political Activities

The Municipality is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities. (24 CFR 570.200(j), 570.207).

27. Renovation, Rehabilitation, or Conversion of Building Owned by Primarily Religious Organizations or Entities.

Grant Amounts may not be used to renovate, rehabilitate, or convert buildings owned primarily by religious organizations or entities unless the following conditions have been satisfied:

- A. The structure (or portion thereof) that is to be renovated, rehabilitated, or converted with HUD assistance has been leased to an existing or newly established wholly secular organization;
- B. The HUD assistance is provided to the secular organization (and not the religious organization) to make the improvements;
- C. The leased structure will be used exclusively for secular purposes available to all persons;
- D. The lease payments paid to the primarily religious organization do not exceed the fair market rent for the structure before the renovation, rehabilitation, or conversion;
- E. The portion of the cost of any improvements that benefit any non-leased portion of the structure will be allocated to and paid for by the religious organization; and
- F. The primarily religious organization agrees that if the recipient does not retain the use of the leased premises for wholly secular purposes for the useful life of the improvements, the primarily religious organization will pay to the original grantee (from which the amounts used to renovate, rehabilitate, or convert the building were derived) an amount equal to the residual value of the improvements. A private nonprofit organization must remit to HUD this amount if the organization is the lessee as well as the grantee. The original grantee is expected to use this amount to alleviate homelessness in its jurisdiction, but there is no requirement that funds received after the close of the grant period be used in accordance with the requirements of this part.

28. Historic Preservation.

The Municipality shall make every effort to eliminate or minimize any adverse effect on a historic property listed on, or nominated for listing on the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior. All activities affecting such properties are subject to the provisions of 24 CFR 507.604.

29. Architectural Barriers Act of 1968.

This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4221). The design of any facility constructed in this project shall comply with the "American Standard Specification for Making Building and Facilities Accessible, and Usable by the Physically Handicapped" (41 CFR 101-19.603).

30. Copeland "Anti-Kickback" Act.

The Municipality shall include in all contracts, and ensure the inclusion in all subcontracts, a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). The Municipality shall report all suspected or reported violations to the County.

31. Interest of Certain Federal Officials.

No member of or any delegate to the Congress of the United States and no Resident Commissioner is permitted to any share in any part of this Agreement or to any benefit arising from the same.

32. Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or other Public Officials.

No member, officer, or employee of the Municipality or its designees or agent, no member of the governing body of the locality in which the Program is situated, nor any other public official of such locality or localities who exercises any functions or responsibilities with respect to the Program during his tenure or for one year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the assistance provided for in this Agreement. The Municipality shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this paragraph 32.

33. Prohibition Against Payments of Bonus or Commission.

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

34. Municipal Cooperation.

For each Program Year from July 1, to June 30 in which the County elects to file an Application for Funds, the Municipality shall participate as a member Municipality in support of the County's Application for the Program Years and shall execute all documents necessary to effectuate this participation in order to meet the requirements of HUD and the Act. Further, the Municipality shall refrain from executing any documents that impair the ability of the County to obtain Funds under the Act, for the Program Years.

35. Authorized Official.

The Municipality shall provide the County, upon request, the names of their Mayor, Municipal Representative, and Alternate to the County Advisory Board. In communicating with the County concerning the Program, the Municipality shall direct all correspondence to the Director, Community Development Program.

36. Obligations of Municipality with Respect to Third Party Relationships.

The Municipality shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the projects described herein. The Municipality shall cause or require all third party or parties as herein described to comply with all requirements necessary to ensure that the projects with respect to which assistance is being provided under this Agreement to the Municipality are carried out in accordance with all of the terms and conditions of this Agreement.

37. Audit Requirements.

The Municipality shall permit the County and/or its independent auditors to have access, at a reasonable time and place to the records and financial statements necessary to comply with the following audit requirements as applicable.

State and Local Governments State Funds N.J.O.M.B. Circular Letter 93-05

Federal Funds O.M.B. Circular A-133

Copies of the above referenced circulars are available upon request from the Camden County Internal Auditor. All non-profits, institutions of higher education, and state and local government contractors shall annually forward a copy of their Single Audit Report to the County Community Development Office.

38. Modification.

Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Any waiver, modification, amendment, discharge or termination shall be approved in writing by the Camden County Board of Freeholders. In the event any modification involves an additional expenditure of funds by the County or a substantial change in the scope of services to be performed by Municipality or discharge or termination, then such modification shall be effective only upon approval by the Board of Chosen Freeholders.

39. Termination.

Either party may terminate this Agreement upon the giving of fourteen days written notice of termination for material violation of this Agreement and/or any act exposing the other party to liability for personal injury or property damage.

40. No Authority to Bind the County

Municipality has no authority to enter into contracts or agreements on behalf of the County. Municipality is an independent contractor and is not an employee, servant, joint-venture or partner of the County.

41. Assignment

Neither party hereto may assign, either wholly or in part, any of its rights or obligations under this Agreement.

42. Waiver

The failure to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of those provisions.

43. Severability

In the event that a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

44. Captions and Headings

The captions in this Agreement are inserted for convenience or reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

45. Dispute Resolution

Any disputes or questions that may arise between the parties as to interpretation of the terms of this Agreement or the satisfactory performance by any of the parties of the services and other responsibilities provided for in this Agreement shall be submitted to mediation or non-binding arbitration prior to being submitted to a court for adjudication.

46. Applicable Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed wholly within the State of New Jersey. Any dispute between the parties, which is not resolved by mediation or non-binding arbitration, shall be venued in the Superior Court of New Jersey, Camden County.

47. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

48. Entire Agreement

This Agreement embodies and constitutes the entire understanding between the parties and all prior agreements, understandings, representations and statements, oral or written are merged into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Borough of Merchantville

County of Camden

Mayor

Executive Director

Clerk

Witness

Date