

**SUBRECIPIENT AGREEMENT BETWEEN THE STATE OF NEW  
JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS  
AND  
NAVICORE SOLUTIONS  
IMPLEMENTING HOUSING COUNSELING SERVICES FOR IDA  
AND SANDY RECOVERY PROGRAMS**

**I. PARTIES**

This document constitutes a Subrecipient Agreement (“Agreement”) between the NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS (“Grantee” or “DCA”) and NAVICORE SOLUTIONS (“Subrecipient”) to provide housing Counseling Services for applicants in the Hurricane Ida (“Ida”) and Hurricane Sandy (“Sandy”) housing recovery programs. The Grantee and Subrecipient may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party” throughout this Agreement.

**II. PREAMBLES**

**WHEREAS**, through the Disaster Relief Supplemental Appropriations Act of 2022 (Public Law 117-43), the United States Congress made available \$1.447 billion to the U.S. Department of Housing and Urban Development (“HUD”), Community Development Block Grant—Disaster Recovery (“CDBG-DR”) for 2021 disasters, of which HUD awarded \$228,346,000 in CDBG-DR funds to New Jersey for recovery from Hurricane Ida (DR-4614);

**WHEREAS**, the State of New Jersey (“State”) has designated the DCA as Grantee to administer the State's CDBG-DR programs, subject to federal and State statutes and regulations governing CDBG-DR grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD;

**WHEREAS**, DCA has allocated funding for the delivery of Housing Counseling Services through their Ida Action Plan (“Action Plan”), approved by HUD on November 21, 2022;

**WHEREAS**, HUD has identified the Most Impacted and Distressed (“MID”) counties in the State as Somerset, Passaic, Essex, Middlesex, Bergen, Hudson, and Union counties, to receive at least 80% of the State’s CDBG-DR allocation;

**WHEREAS**, the State has also identified Gloucester, Hunterdon, Mercer, Morris and Warren counties as “State MIDs” that are also eligible for Ida funding based upon the “Unmet Need” National Objective;

**WHEREAS**, after DCA received \$4.17 billion in CDBG-DR funds from HUD pursuant to the Disaster Relief Appropriation Act of 2013 (Public Law 113-2), DCA thereafter entered into the Voluntary Compliance Agreement and Conciliation Agreement (“VCA”) (executed May 30, 2014) that requires DCA to continue to provide Housing Counseling Services in Ocean, Cape May, Monmouth, and Atlantic counties for applicants in need of services until HUD closes out the Grant;

**WHEREAS**, DCA will continue to provide services as agreed to in the VCA and, as set forth in the Action Plan, Housing Counseling Services will be offered in support of housing programs that include, but may not be limited to, the Homeownership Assistance Recovery Program, Smart Move, Blue Acres, the Small Rental Repair Program, and the Tenant-Based Rental Assistance Program;

**WHEREAS**, the State allocated \$5,750,000 in the Action Plan to provide Housing Counseling Services for Sandy and Ida applicants and;

**WHEREAS**, to provide the Housing Counseling Services, on October 3, 2022, DCA issued a competitive Notice of Fund Availability (NOFA) for nonprofit or public organizations that met eligibility requirements;

**WHEREAS**, Navicore Solutions was selected as the Prime Agency for a network of eligible applicants and agrees to function as the fiduciary intermediary for Housing Counseling Services (HCS) Partners including, but not limited to Somerset County Community Action Program (SCAP), Affordable Housing Alliance (AHA), and United Community Corporation (UCC);

**WHEREAS**, the Parties enter into this Subrecipient Agreement to set forth their mutual understanding regarding their respective roles and responsibilities for implementation of the Housing Counseling Services, including funding for, and oversight of, the project work to be performed by Subrecipient.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree on the following terms and conditions of this Agreement by which DCA will allocate CDBG-DR funds to Subrecipient to provide Housing Counseling Services :

### **III. DEFINITIONS**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

**Action Plan:** The State of N.J. submitted a proposed Action Plan, (including all substantial and non-- substantial amendments) which is posted on the Grantee website.

**Activity Delivery Cost:** Costs indirectly related to the activity of providing HUD-certified housing counseling. Examples of activity delivery costs could include direct supervision of counseling staff (timesheets required), cost of space and utilities directly and solely dedicated to provision of housing counseling services, and mileage for counselor visits to clients. Any other categories of expenses must be approved by Grantee in advance of incurring the cost.

**Direct Program Cost:** Staff costs for housing counselors to provide counseling to clients.

**Agreement:** This Subrecipient Agreement, any modification to this Subrecipient Agreement, and the proposal, submitted in response to this Notice of Funds Availability (NOFA), as accepted by Grantee.

**Amendment:** An alteration or modification of the terms of the Agreement between the Subrecipient and Grantee. An amendment is not effective until it is approved by Grantee and executed by both parties.

**Housing Counselor:** HUD-Certified individual employed by the Subrecipient who is responsible for interface with the Applicants through all Housing Programs,

**CDBG:** Community Development Block Grant program is a flexible program that provides communities with resources to address a wide range of unique community development needs.

**CDBG-DR:** Community Development Block Grant-Disaster Recovery.

**Date of Award:** The date Grantee executes the Subrecipient Agreement.

**Days:** The use of days refers to calendar days.

**DRGR:** Disaster Recovery Grant Reporting.

**Eligible Costs:** Allowable costs as defined by 2 CFR Part 200 – Subpart E – Cost Principles (also known as Super Circular).

**Finance Director:** Sandy Recovery Division's Chief Financial Officer.

**Grantee:** The Department of Community Affairs, on behalf of the State, the Primary entity to which CDBG- DR funds are awarded.

**Homeowner:** An Applicant to the HARP Rebuilding Program

**HUD:** United States Department of Housing and Urban Development.

**LMI:** Low to Moderate Income

**LMI Program:** LMI Homeowners Rebuilding Program

**NOFA:** Notice of Funding Availability.

**Performance Guarantee:** An Agreement for the Subrecipient to perform all of the required obligations under the Agreement.

**Program:** Denotes the Housing Counseling Services Program.

**Program Services:** Denotes those services to be provided by the Subrecipient awarded a contract under this NOFA.

**Renter:** Denotes applicants seeking rental assistance or services from a CDBG-DR program.

**SIROMS:**

**State:** State of New Jersey

**Subcontractor:** An entity having an arrangement with Subrecipient, whereby the Subrecipient uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the Subrecipient.

**Subrecipient:** Denotes the Bidder that is awarded a contract as a result of this procurement and will have full responsibility and liability for the completion of all deliverables.

**TBRA:** Tenant Based Rental Assistance Program

**VCA:** Voluntary Compliance Agreement

#### **IV. SCOPE OF AGREEMENT**

##### **A. Grant Award**

Subject to the terms and conditions of the Agreement, the Grantee will make available to Subrecipient CDBG-DR funds totaling \$5,750,000 for the purpose of providing Housing Counseling Services to Ida and Sandy participants, including both homeowners and renters. The allocation of \$5,750,000 should be distributed in the following manner ensuring services are funded with the appropriate source of funds:

Source	Award	Service Area
Ida Funded	\$4,250,000	Somerset, Essex, Hudson, Bergen, Gloucester, Hunterdon, Mercer, Morris, Warren, Passaic, Middlesex, Union
Sandy Funded	\$1,500,000	Cape May, Atlantic, Monmouth, Ocean
	\$5,750,000	

The Action Plan has identified the following programs for allocation of the Ida CDBG-DR funding. Applicants to these programs may also be eligible for Housing Counseling Services:

Homeownership Assistance Recovery Program (HARP):

The program provides grants to eligible homeowners for activities necessary to restore their storm damaged homes, including rehabilitation, reconstruction, elevation, and/or other mitigation activities. These mitigation activities include, but are not limited to, structural and utility retrofits to make the building more resistant to floods, grading and slope stabilization, and drainage improvements. Only costs incurred after an award will be eligible for reimbursement. Reimbursement of pre-award costs is not allowed. Additional funds may be provided to address site-specific accessibility needs to make housing accessible for individuals living with disabilities.

Smart Move:

The State is piloting a program that subsidizes the new development of quality, energy-efficient, resilient, and affordable housing in lower risk areas within or near disaster-impacted communities that are participating in Blue Acres or other buyout programs that are supported by different funding sources. The program aims to provide safe housing for relocating residents so they may stay in or near their communities after selling their high-risk properties.

Blue Acres:

Blue Acres is a voluntary buyout and incentive program that will be administered by DEP. Buyouts are acquisitions of properties located in a floodway, floodplain, or other Disaster Risk Reduction Area that reduce the risk from future flooding. Under Blue Acres, buyout properties will be voluntarily sold to DEP or their designee for current fair market value (post-storm value) and must be converted to and maintained per open space, recreational or wetlands management, or other disaster risk reduction practices. The program also may provide incentives to eligible homeowners to help them afford the costs related to relocating to a lower risk area. Incentives may not be provided to compensate for a loss.

Small Rental Repair Program (SRRP):

This program will provide zero interest forgivable loans to owners of rental properties with one to seven units requiring rehabilitation as a result of damages from Tropical Storm Ida. The program will restore or create additional affordable rental units in disaster-impacted

areas. It also will work to alleviate blight in some of the areas that were hit hardest by the storm. Properties must maintain affordability periods in accordance with the standards described in the Program Affordability section below.

#### Tenant- Based Rental Assistance (TBRA):

Through the Tenant-Based Rental Assistance program, the State will supplement rental housing costs for low-income rental families impacted by Hurricane Ida, thereby making rental housing more affordable. The State is requesting a regulatory waiver from HUD to allow for providing direct rental assistance to renters (rather than having to provide funding to landlords) for a period of up to 24 months. The program will initially prioritize households with incomes at or below 30% of AMI.

The Ida grant funds must be expended by DCA by January 2029 as indicated in the initial HUD Grant Agreement, unless an extension is provided hereinafter granted in writing by the appropriate federal authority and/or as approved by Grantee. In addition, in conformance with the NOFA as issued, the term of the agreement for Housing Counseling Services is for a term of three years with up to three optional one-year extensions if so required and funding is available.

#### B. Implementation of Agreement

Subrecipient's rights and obligations under this Agreement are as a Subrecipient as set forth in 24 CFR 570.502. Subrecipient is responsible for complying with said regulations and for implementing the housing counseling services in a manner satisfactory to Grantee and HUD and consistent with any applicable guidelines and standards that may be required as a condition of Grantee's providing the funds, including but not limited to all applicable CDBG-DR Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto as Appendix B) executed by Subrecipient and made a part hereof. The Grantee's providing of Grant Funds under this Agreement is specifically conditioned on Subrecipient's compliance with this provision and all program and CDBG regulations, guidelines and standards.

#### C. Goals and Objectives

The activities funded by this Agreement are expected to assist in the execution of the Program, which involves post-disaster recovery activities in areas of the State adversely affected by Superstorm Sandy and Hurricane Ida. The most-impacted areas identified by HUD for Hurricane Ida include Bergen, Essex, Hudson, Middlesex, Passaic, Union and Somerset. The State identified most impacted counties include Gloucester, Mercer, Morris, Hunterdon, and Warren. Those counties left to be serviced due to Superstorm Sandy include Atlantic, Cape May, Monmouth, and Ocean counties, as defined by the Action Plan and all subsequent amendments. Such activities are described in more detail in Section D below:

## D. The Program

### 1. Statement of Work

The Housing Counseling Services, as defined under 24 CFR 5.100 shall include, but are not limited to:

- a. Reviewing income, expenses, credit, and debt and helping to develop ways to improve a participant's financial situation;
- b. Working with households with Limited English Proficiency (LEP) on housing counseling services;
- c. Assessing housing needs and financial affordability, including debt-to-income, and addressing other concerns about short- and long-term housing;
- d. Counseling homeowners who are dual applicants to both buyout and home rehabilitation/reconstruction/elevation/mitigation programs on the financial and other considerations of their decision between the programs;
- e. Discussing the unique assistance needs and resources available; and
- f. Communicating with lenders, insurance companies, and government agencies.

The housing information and referral services do not refer to individual application review, but rather collecting information and making referrals as necessary. Housing information and referral services, include but are not limited to:

- g. Supporting application intake and assisting with the necessary paperwork for recovery programs, thereby reducing barriers to entry into recovery and other funding programs;
- h. Referral to appropriate assistance programs or available CDBG-DR funded rental units for potential tenants and potential landlords;
- i. Connecting with State and local recovery resources;
- j. Providing education on fair housing and affordable housing compliance requirements to property owners;

- k. Providing information about fair housing to program applicants and participants, as needed;
- l. Assisting with use of the HUD [Section 3 Opportunity Portal](#) and connection to workforce training; and
- m. Providing other housing navigation services, as needed.

Housing Counseling agencies are not responsible for application review, processing, or eligibility determination for any CDBG-DR program. If an applicant is determined by DCA to be ineligible for a specific CDBG-DR program, the selected organizations should make every effort to identify alternative resources.

All counseling services must be made available to impacted persons with Limited English Proficiency (LEP), in accordance with the State's [Language Access Plan](#) (LAP) and HUD's requirements. The housing counseling agency should provide services in any language where they have qualified translators, as indicated in their proposal. For all other languages, the counseling agency must have a process for using DCA's *ISpeak* Cards (to be provided by DCA) and referring LEP households to DCA's language line and other translation services. DCA translation services will only be available to applicants of CDBG-DR funded programs. For all LEP services provided by the counseling organization, the selected nonprofit or public agency must report to DCA monthly on the number and type of those services for DCA submission to HUD.

Other activities that shall be conducted by the selected nonprofits include:

- n. Attendance at regular meetings with CDBG-DR recovery partners, as required by DCA;
- o. Regular reporting to DCA on the nature and outcome of services provided under this program;
- p. Organizing Payment Requests for services rendered; and
- q. Monthly contact with CDBG-DR program applicants.

## 2. The Budget

See Section V, and Appendix B (budget template and narrative).

## 3. Performance Requirements



Subrecipient shall continue work upon execution of this Agreement, unless otherwise stipulated by Grantee in writing, and complete all activities including 100% expenditure of allocated funds no later than 36 months from the date of this Agreement, unless another such date is otherwise stipulated in writing by Grantee, whichever is later. are subject to recapture and reallocation to other eligible program areas and/or Sub recipients.

#### 4. Eligible Expenses

- a. Subrecipient shall receive and use Grant Funds for Eligible Expenses. Eligible Expenses under this Agreement include those detailed in the attached budget template and narrative that are required to carry out eligible activities, as defined in the current, pending and future applicable Action Plan, Action Plan Amendment(s) and the VCA, that are recovery-related, and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein, when approved by the Grantee in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the Grantee.
- b. If the Subrecipient has an indirect cost allocation plan and rate approved by a federal agency and that plan has been submitted to Grantee, the Subrecipient may charge reasonable indirect costs as a component of Activity Delivery Costs. Absent the cost rate certification, pursuant to 2 CFR Part 200.57 and Appendix IV, the non-profit is entitled to 10% reimbursement for indirect costs. Grantee will not reimburse expenses that exceed the respective caps, nor will Grantee reimburse for separate items that are also included in the indirect cost rate calculation. To secure a federally approved indirect cost rate, Subrecipient must include a complete copy of the federally approved indirect cost plan with their executed Subrecipient agreement and budget.

#### 5. Acquisition and Disposition of Personal Property

- a. Personal property is defined any kind of property other than real property. Personal property can be tangible (such as supplies, furniture, and equipment), or intangible (such as copyrights, patents, and inventions). Further distinctions can be made between:
  - Non-expendable personal property, which generally is considered to include tangible personal property having a useful life of more than 1 year and an acquisition cost of \$300 or more per unit.
  - Expendable personal property, which includes all tangible personal property other than non-expendable personal property.
- b. The following guidelines apply to any personal property purchased with CDBG-DR funds:

- Property can only be acquired with CDBG-DR funds for a specific purpose that must be approved by the grantee and should be made a part of the Subrecipient Agreement and budget.
- The use of that property for the approved purpose must continue; in the case of personal property, generally if the subrecipient owns it and the property is needed for the CDBG-DR activity.
- For any property purchased with CDBG-DR funds, the Subrecipient is required to keep accurate records for it (e.g., purchase date, price, location, physical description, maintenance history and condition, original and current use, and other inventory types of data). Grantee will provide inventory tags for all items purchased by the Subrecipient with CDBG-DR funds.
- The Subrecipient is responsible for maintaining the property and controlling its use in accordance with its intended purpose, which includes taking adequate steps to prevent its damage, theft, or loss).
- If the property is no longer needed, the Subrecipient can dispose of it but only according to specific rules (such as paying back the Grantee, accounting for program income, etc.).

#### 6. Assurances

- a. Subrecipient shall be responsible for administering the counseling services in compliance with all applicable State and federal laws and regulations. It shall be Subrecipient's responsibility to require that all of its Sub-subrecipients, grantees, borrowers, contractors, and all tiers of their subcontractors, adhere to all applicable State and federal laws and regulations, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG-DR funds, Subrecipient is concurrently executing the Statement of Assurances, attached hereto as Appendix B, which shall be deemed to be requirements of this Agreement to the extent that they are applicable.
- b. Subrecipient shall maintain certified HUD-housing counseling status for the duration of the Agreement and will provide evidence of such status to Grantee, in accordance with the Program requirement.
- c. Subrecipient agrees to comply with all applicable federal CDBG-DR statutes and regulations as more fully detailed in Appendix A.

#### 7. Cooperation with HUD and the Grantee

- a. Subrecipient hereby binds itself, and assures that it will comply with all federal, State, and local regulations, policies, guidelines and requirements, as they relate to the Agreement, in acceptance and use of State and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG-DR program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The Parties' obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG-DR program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Subrecipient agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and Grantee regarding the administration and audit of Subrecipient, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the Grantee and/or HUD.
- b. Subrecipient shall pass down, through agreements with subcontractors all reporting requirements as assigned by the Grantee.

#### 8. LMI Benefit

- a. Pursuant to the regulations promulgated by HUD for the CDBG-DR Program, the aggregate use of CDBG-DR funds shall principally benefit LMI families in a manner that ensures that at least 70% of the Grant Funds are expended for activities that benefit such persons. In furtherance of this National Objective, Subrecipient agrees to use best efforts to ensure that at least 70% of the Grant Funds are expended for activities that provide benefit to LMI households – Limited Clientele.
- b. Subrecipient shall maintain documentation supporting the LMI status of applicants it counsels. This documentation shall include, but is not limited to, federal tax returns and income certifications.

#### 9. Contract Monitor, Performance Measures and Remedies

- a. The contract monitor of this Agreement for Subrecipient is the Chief Executive Officer, or equivalent, of the Subrecipient, or his/her designee. The performance measures for this Agreement shall include the successful performance and completion of Subrecipient's obligations as provided in this Agreement and any attachments, as well as all guidelines for the Program. Subrecipient shall submit to the Grantee, on a schedule and dates to be provided by the Grantee, a report of project progress and beneficiary data in a format to be provided by the Grantee.

- b. Subrecipient shall report to Grantee, on a schedule and dates to be provided by the Grantee, progress as it relates to the following performance metrics:
- Number of Households served by the Program in terms of general intake sessions, which include demographic information, LEP status, household status (i.e. renter or homeowner), and household income;
  - Number of Hours of HUD-certified Housing Counseling curriculum provided to each individual served;
  - Number of impacted households referred to a specific CDBG-DR program;
  - Number of impacted households who applied for CDBG-DR programs;
  - Number of impacted households assisted with completion of application requirements;
  - Number of individuals requesting and provided LEP services, including the language in which services were provided and the method by which LEP services are provided (i.e. written translation, oral interpretation, etc.);
  - Attendance of Subrecipient staff at Grantee provided/led Technical Assistance Training Sessions; and
  - Level of LMI benefit for each individual provided HUD-certified housing counseling services.
  - Number of impacted households assisted with advocacy efforts;
  - Number of impacted households assisted with Supplemental Funds; and
  - Number of TBRA recipients assisted to find permanent housing.
- c. Subrecipient agrees to comply with the monitoring plan provided by the Grantee.
- d. Subrecipient must, in advance of signing subcontracts related to this Agreement, ensure that contractors, developers, subcontractors and/or other third-party entities have in place adequate financial controls and procurement processes and have established procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, 42 U.S.C. § 5155. Subrecipient will notify Grantee of all Sub-Subrecipient Agreements. Grantee will provide written approval of such Agreement.
- e. Pursuant to HUD's waiver of 24 CFR 570.492, Grantee shall make reviews and audits, including onsite reviews, of any Subrecipients or Sub-subrecipients, designated public agencies, and units of local government as may be needed to meet the requirements of 2 CFR 200.330 – 200.332 and Subpart F – Audit Requirements.
- f. In the event of Subrecipient noncompliance with the Agreement, Grantee shall take such actions as may be appropriate to prevent a continuation of the

deficiency, mitigate any adverse effects or consequences, and prevent a recurrence. Such actions may include the withholding of payment until the Grantee deems that the Subrecipient has brought the program within compliance. (See Section IV.D. Payment Process and Compensation) In the event that the Subrecipient fails to comply with any material requirement of the Agreement, Grantee may take steps to terminate the contract in whole or in part, upon ten (10) days' notice to the Subrecipient with an opportunity to respond. (See Section V.B. Termination / Suspension of Agreement for Cause and the March 5, 2013 Federal Register Notice, Vol. 78, No. 43 and 2 CFR Part 200 – Appendix II.) The difference between the funds paid and the defaulting Subrecipient's contract amount either being deducted from any funds due to the defaulting Subrecipient, or being an obligation owed the State by the defaulting Subrecipient as provided for in the State Administrative Code, or take any other action or seek any other remedies available at law or in equity.

#### 10. Conflict of Interest

- a. Except for approved eligible administrative and personnel costs, none of the Subrecipient's designees, agents, members, officers, employees, consultants or members of its governing body, or anyone who is in a position to participate in a decision-making process or gain inside information with regard to the Program has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work performed in connection with the Project or benefit therefrom, which is part of this Agreement at any time during or after such person's tenure unless all procedures for an exception have been documented and submitted in writing to the Grantee and the Grantee has approved such exception.
- b. The procedures for requesting, documenting, and submitting a request for an exception from the Conflict of Interest provisions shall include the applicable procedures delineated in 24 CFR 570.489(h)(4) and in the New Jersey Conflicts of Interest Law, N.J.S.A. 52:130-12 et seq. and Executive Order No. 189. This Conflict of Interest provision shall be in addition to the requirements in the "Common Rule," 24 CFR Part 84, 24 CFR Part 85, 24 CFR 570.611, 24 CFR 570.489(11) and the provisions of 2 CFR Part 200 – Subpart D – Post Federal Award Requirements, 200.317 – 200.326.
- c. The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 24 CFR 570.611, which include (but are not limited to) the following:
  - The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

- No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- No covered persons who exercise or have exercised any functions or responsibilities with respect to assisted activities, or who are in a position to participate in a decision- making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract , subcontract , or Agreement with respect to the assisted activity, or with respect to the proceeds from the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person " includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
- Subrecipient will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

## V. The Budget

- A. The total amount of CDBG-DR monies allocated by Grantee for funding housing counseling services under this Agreement is \_\_\_\_\_, which is to include Activity Delivery Costs.
  1. Subrecipient must fill out and submit the budget template found in Appendix B along with a detailed budget narrative that provides the following information:
    - a. All personnel to be funded by the grant including name, position, percent of time on grant, salary or hourly rate, fringe benefits.
    - b. All overhead costs to be charged to the grant including how "cost reasonableness" was determined for each.
      - i. Rent
      - ii. Utilities
      - iii. Telephone, internet
    - c. All supplies and materials to be charged to the grant, including amount and unit cost
    - d. Any other items to be charged to the grant along with cost reasonableness determination.

2. Subrecipient shall review and approve timesheets for Subrecipient staff to ensure that staff allocates time as used for each of the CDBG-DR programs and are otherwise in compliance with HUD requirements, and time sheets and other supporting data will be provided to Grantee in a format that is compatible with inputting the information into SIROMS. All timesheets must be signed or electronically certified.
3. All requests for reimbursement sought by Subrecipient shall be properly allocable to either Direct Program Costs or Activity Delivery Costs incurred by Subrecipient in connection with its implementation of the program as set forth in the budget, which shall include staff salaries and dedicated office/ rental space for the CDBG-DR programs.
  - a. Direct program costs include: the actual costs to deliver the public services to meet the national objectives. This is the counseling services and includes the cost of staff providing the counseling services directly to clients.
  - b. Activity Delivery Costs include: costs incurred by the subrecipient to facilitate provision of counseling services, such as supervision of staff (with timesheet documentation), mileage for travel to client homes, costs of equipment used directly in the provision of services, space and utilities required to provide the services (note: these must be clearly delineated from other service areas, a pro-ration of total expenses is NOT acceptable). Subrecipients with a federally approved indirect cost rate may use this rate for activity delivery costs with approval of Grantee. In the absence of a federally approved cost allocation plan and indirect cost rate, Subrecipient is entitled to 10% reimbursement for indirect costs (pursuant to 2 CFR Part 200.57 and Appendix IV).
  - c. Administrative Costs: Not reimbursable under the provisions of this agreement.
4. There is no advance provision under this agreement; all costs are reimbursements based on adequate documentation.

#### VI. Payment Process, Compensation

- A. Subject to the requirements in Section IV of this Agreement ("The Budget"), Subrecipient shall submit to Grantee invoices for payment of Activity Delivery Costs incurred by Subrecipient in connection with performing its duties and responsibilities hereunder. Such requests shall be made on a schedule formatted and provided by Grantee clearly identifying what documentation is required to be provided by Subrecipient to render the draw down request complete. Following review and approval of the drawdown requests by the Commissioner of the Grantee, or his designee, approved draw down requests shall be submitted to the

Grantee Finance Director, or his or her designee, for approval of payment. Draw down requests submitted to the Commissioner of the Grantee, or his designee, and to the Grantee Finance Director, or his or her designee, shall be approved in all cases, provided that such requests are deemed to be complete. Draw down requests not approved by the Commissioner of the Grantee or the Grantee Finance Director, or their respective designees, shall not be paid, but returned to Subrecipient for further processing, together with a written explanation as to why the request was denied and what steps Subrecipient must take to have the request rendered complete and eligible for payment.

- B. Upon approval of payment by the Grantee as provided for above, payment of Eligible Costs shall be provided to Subrecipient via electronic funds transfer. Such transfer of payment shall be made by Grantee within three business days from Grantee's receipt of drawdown of funds from HUD.
- C. In the event of non-compliance with this Agreement, the Grantee may withhold payment to the Subrecipient until the Grantee deems the Subrecipient has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on other funds payable under this Agreement.

## VII. Term of Agreement; Termination or Suspension of Agreement

### A. Term of Agreement

This Agreement shall be deemed effective upon execution by both Parties and shall continue in full force for the period of three years with up to three optional one-year extensions or until such time as Subrecipient no longer is exercising any supervision or control over any of the Grant Funds, unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

### B. Termination/ Suspension of Agreement for Cause

- 1. The Grantee may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Subrecipient materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:
  - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD or Grantee guidelines, policies or directives as may be applicable at any time;
  - b. Failure to maintain HUD-Housing counseling certification;
  - c. Submission by Subrecipient of reports to the Grantee, HUD, or either of their auditors, that are incorrect or incomplete in any



material respect;

- d. Ineffective or improper use of Grant Funds as provided for under this Agreement; or
  - e. Failure, for any reason, of Subrecipient to perform or comply with this Agreement or portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C 17:12-4.2 et. seq. Grantee may terminate the contract in whole or in part, upon ten (10) days' notice to the subrecipient with an opportunity to respond.
2. Notwithstanding anything hereinabove to the contrary, Grantee agrees that it will not exercise its right to suspend or terminate this Agreement until it shall have given written notice to Subrecipient of the alleged non-compliance and has given Subrecipient a reasonable amount of time to correct and/or cure the alleged non-compliance.

#### C. Termination for Convenience

1. Notwithstanding any provision or language in this contract to the contrary, the Grantee may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Subrecipient setting forth the reason(s), if any, for termination. Upon receipt of notice, Subrecipient shall, unless the notice e directs otherwise, immediately discontinue all activities set forth in the Statement of Work hereunder, except as may otherwise be legally required pursuant to a binding commitment to perform.

2. Subrecipient may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Grantee, with such written notification setting forth the reasons for termination, if any, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Grantee may terminate the Agreement in its entirety under this paragraph or the Termination/Suspension for Cause provision of this Agreement.

#### D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the Grantee to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the Grantee for fulfillment of this Agreement shall constitute reason for termination of the Agreement by either Party. Failure of Grantee to provide Grant Funds to Subrecipient in accordance with this Agreement shall constitute reason for termination of this Agreement by Subrecipient. Subrecipient shall be paid for all authorized services properly performed prior to termination, as well as be permitted

to draw Grant Funds in an amount required to fund all commitments made by Subrecipient to third parties for grants, loans and/or procurement contracts prior to termination.

#### E. Obligations Governing Use of CDBG Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish either Subrecipient's obligations governing the use of CDBG-DR funds under applicable statutes and regulations or under this Agreement and/or terminate any of Subrecipient's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following:

- 1) Duty to maintain and provide access to records;
- 2) Duty to monitor and report on the use of any Grant Funds expended or awarded to Subrecipient in compliance with all terms, conditions and regulations herein;
- 3) Duty to enforce compliance with terms of grants or loans issued by Subrecipient under this Agreement; and
- 4) Duty to monitor, collect and manage CDBG Program Income, if applicable.

#### F. Payment Upon Termination

Except as in the event of termination or suspension for cause, Subrecipient shall be entitled to payment of indirect costs and activity delivery costs incurred in the course of service no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent expenses incurred for eligible activities satisfactorily completed during the term of the Agreement and are otherwise payable under the terms of this Agreement.

#### G. Emergency Terminations

In cases of emergency Grantee may shorten the time periods of notification and may dispense with an opportunity to respond.

### VIII. Administrative Requirements

#### A. Documentation and Record-Keeping

##### 1. Records to be Maintained

Subrecipient shall maintain all Project records required by 24 CFR 570.506 and as more fully detailed in Appendix C (Records and Retention) attached hereto and incorporated herein.

##### 2. Access to Records

With respect to those records referenced in subsection 1 above, Subrecipient shall comply with the retention and access requirements set forth in 24 CFR 570.506 and 2 CFR 200.336. The Grantee, the State Comptroller, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Subrecipient which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Subrecipient understands that applicant information collected under this Agreement is private and the use of or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such applicant. Notwithstanding the foregoing, Grantee, as instrumentality of the State, shall be required to provide such access to applicant information as may be required by the New Jersey Open Public Records Act, N.J.S.A. 47:1A-A CT seq. and as may otherwise be required by law.

Subrecipient shall provide citizens with reasonable access to records regarding the past use of CDBG-DR funds, consistent with applicable State and local laws regarding public records, privacy and obligations of confidentiality.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Subrecipient, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the Grantee and shall, upon request, be returned by Subrecipient to the Grantee at termination or expiration of this Agreement.

### 3. Closeouts

Subrecipient's obligations under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509 are completed. The terms of this Agreement shall remain in effect during any period that Subrecipient is exercising any supervision or control over CDBG-DR funds.

### 4. Audits and Inspections

In addition to any other audit requirements set forth in this Agreement, Subrecipient agrees to comply with the 2 CFR Part 200 – Subpart F – Audit Requirements, which mandates that a comprehensive single audit be performed by the independent auditor of all federally funded awards administered by Subrecipient, including the Grant Funds covered by this Agreement, if the total annual award is \$750,000 or more. It is hereby agreed that the Grantee, the State Comptroller, HUD, Office of Inspector General, HUD monitors, auditors contracted by any of the forgoing, and internal audit and monitoring teams from the Division for Disaster Recovery and Mitigation shall have the option of auditing all records and accounts of Subrecipient

and/or their, grantees, Contractors, subcontractors and Subrecipients (collectively, the "Audit Parties") that relate to this Agreement at any time during normal business hours, as often as deemed necessary to audit, examine, and make excerpts or transcripts of all relevant data upon providing the Audit Parties, as appropriate, with reasonable advance notice.

Subrecipient shall comply, and shall require the other Audit Parties to comply, with all relevant provisions of State law pertaining to audit requirements, including NJ OMB Circular Letter 98-07 and NJ State Grant Compliance Supplement (available on the internet at <http://www.state.nj.us/treasury/omb/grant.htm>). Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Subrecipient or the other Audit Parties, as appropriate.

Failure of Subrecipient and/or the other Audit Parties to comply with the above audit requirements will constitute a violation of this Agreement and may, at the Grantee's option, result in the withholding of future payments and/or return of Grant Funds paid under this Agreement. Subrecipient agrees, and shall require the other Audit Parties to agree, to have an annual audit conducted in accordance with current State policy concerning such audits, pursuant to 2 CFR Part 200 – Subpart F.

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

## IX. General Conditions

### A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. In the event that Subrecipient contracts with third parties to perform any of the services to be performed hereunder, such third parties shall at all times remain an "independent contractor" to Subrecipient with respect to the provision of such services. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, with respect to such third-party contracts. The Grantee is not in privity of contract neither with the independent contractor nor with any subcontractors of the Subrecipient.

### B. Hold Harmless/Indemnity Contractors/Subcontractors

To the extent that Subrecipient is permitted to and utilizes the services of any third parties in performance of Subrecipient's duties and obligations under this Agreement, any contract entered into shall contain a provision that the Contractor and/or

subcontractor shall hold Subrecipient and Grantee harmless, and defend and indemnify Subrecipient and Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arises out of the third-party performance or nonperformance of the services.

#### C. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### D. Insurance and Bonding

Unless expressly waived in writing by Grantee, Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to the Grantee.

#### E. DCA/HUD Recognition

Subrecipient shall ensure recognition of the role of the Grantee and HUD in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference in all publications to the support provided with Grant Funds made available pursuant to this Agreement.

#### F. Amendments

The Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each Party. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement, except as may otherwise be provided. Amendments will generally be required when any of the following are anticipated:

- 1) Revision to the scope or objectives of the Program, including purpose or beneficiaries;
- 2) Need to extend the availability of Grant Funds;
- 3) Revision that would result in the need for additional funding; and
- 4) Expenditures on items for which applicable cost principles (2 CFR part 200 – Subpart E – Cost Principles) require prior approval (see 2 CFR Part 200 – Subpart C 200.209 for pre- award/pre-agreement costs).

The Grantee may, in its discretion, require that this Agreement be amended to conform to federal, State or local governmental guidelines, policies and available funding amounts.

or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### G. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express prior written consent of the other Party. However, if the Parties do mutually agree to an assignment, all rights and obligations set forth herein shall inure to the benefit of the Parties and to their respective successors and assigns.

#### H. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

#### I. Entire Agreement

This Agreement, including all documents enforced herein and incorporated by reference, constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

#### J. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited, to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

#### K. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of New Jersey.

#### L. No Personal Liability of Individual Representatives

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party in his or her individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

#### M. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

#### N. Prohibited Activity

Each Party is prohibited from using, and each Party shall require that its borrowers, grantees, Subrecipients, Contractors and sub-contractors are prohibited from using, the Grant Funds provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Each Party will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

#### O. Safety

Each Party shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all property damage, either on or off the worksite, which occur as a result of his or her performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and each Party shall take or cause to be taken such additional safety and health measures as each Party may determine to be reasonably necessary.

#### P. Fund Use

Subrecipient agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot, nor shall such Grant Funds be used to lobby for or against any proposition or matter having the effect of law being considered by the New Jersey Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the New Jersey Legislature or any local governing authority.

Subrecipient shall certify, and shall require that its grantees, Sub-Subrecipients, Contractors and any sub-contractors certify, that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Subrecipient shall disclose, and shall require that each of its grantees, Subrecipients, Contractors and sub-contractors also disclose, any lobbying with non-- federal funds that takes place in connection with obtaining any federal award.

#### Q. Subcontractors

Subrecipient may enter into subcontracts with third parties for the performance of any part of Subrecipient's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Subrecipient to the Grantee for any breach in the performance of Subrecipient's or any of its subcontractor's duties.

#### R. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Subrecipient for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to, the Grantee.

Software and other materials owned by Subrecipient prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Subrecipient.

The Grantee will, where necessary, provide specific project information to Subrecipient necessary to complete the services described herein, subject to claims of attorney-client and/or deliberative process privilege. All records, reports, documents and other material delivered or transmitted to Subrecipient by the Grantee shall remain the property of the Grantee and shall be returned by Subrecipient to the Grantee, upon request, at termination, expiration, or suspension of this Agreement.

#### S. Drug Free Workplace Compliance



Subrecipient hereby certifies that they shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended, and with the drug-free workplace requirements of 2 CFR 2429, which adopts the government-wide implementation (2 CFR Part 182) of Sections 5152-5158 of the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701-707. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Subrecipient and any third parties funded using Grant Funds under this Agreement in accordance with 48 CFR part 23.500, et seq., and 48 CFR part 52.223-6.

#### T. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by telecopy (facsimile) or other similar form of rapid transmission and confirmed by written confirmation at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

##### To the Grantee:

NAME

Department of Community Affairs (Grantee)

Office of Legal & Regulatory Affairs

101 South Broad Street Trenton,

New Jersey 08625

Facsimile: 609-984-6696

##### To Subrecipient:

Diane Gray

Navicore Solutions

200 US-9

Manalapan, NJ 07726

#### U. Applicability of Provisions Included/Excluded from Agreement

Failure to expressly reference any applicable federal or State regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either Party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

Likewise, execution of this Agreement will not obligate either Party to comply with any regulation, statute, public law, Executive Order, agency directive or OMB Circular, if not

otherwise applicable to the use of the CDBG funds provided herein or to the particular projects performed pursuant to this Agreement, even though it may be referenced in this Agreement or in the Appendices.

#### V. No Third-Party Beneficiary

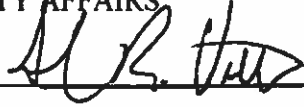
Nothing herein is intended, and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either Party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

#### W. Miscellaneous

- A. This Agreement is being entered into for the sole purpose of evidencing the mutual understanding and intention of the Parties with respect to the administration of housing counseling services as provided herein.
- B. The recitals appearing in the Preambles are made part of this Agreement and are specifically incorporated herein by reference.
- C. The Parties shall administer their responsibilities under this Agreement consistent with the Action Plan as it may be amended from time to time, the VCA, any applicable program guides, guidelines and/or protocols, any relevant State and federal requirements, to the extent applicable, and the Agreement.
- D. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one (1) and the same instrument.

The Parties have executed and delivered this Agreement on the date set forth next to their respective signatures below, but effective as of the date set forth above.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

Name Samuel R. Viavattine, 

Title Deputy Commissioner

Date 04/12/2023

NAVICORE SOLUTIONS

Signature Diane Gray Digitally signed by Diane Gray  
Date: 2023.04.05 13:30:32 -04'00'

Name Diane Gray

Title Chief Program Officer

Date April 5, 2023

## APPENDIX A

### STATEMENT OF ASSURANCES FOR SUBRECIPIENT, CONTRACTOR, CONSULTANT

#### ADDITIONAL FEDERALLY FUNDED AGREEMENT PROVISIONS APPLICABLE TO COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY FUNDED PROJECTS

The purpose of this Statement of Assurances is to list requirements applicable to programs funded in whole or in part by Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds received from the U.S. Department of Housing and Urban Development (“HUD”). Not all of the requirements listed herein shall apply to all activities or work under the Contract or Agreement.

As used herein, “Contractor” and “Consultant” refer to any contractors or consultants awarded a Contract to provide goods or perform services in connection with the Project and paid with CDBG-DR funds. A Subrecipient refers to an entity awarded to perform work on behalf of the Grantee.

Subrecipient, Contractor, Consultant agrees to comply with all *applicable* federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State and HUD, including all administration and compliance requirements set forth by this Statement of Assurances. To the extent that Subrecipient, Contractor, Consultant utilizes any subconsultants/subcontractors, Subrecipient, Contractor, Consultant shall require and ensure that each subconsultant/subcontractor comply with all *applicable* federal CDBG-DR laws, guidelines and standards; any subcontracts entered into by Consultant shall set forth these requirements. Subrecipient, Contractor, Consultant also agrees to comply with all *applicable* cross-cutting statutes and regulations, subject to waivers cited in the Federal Register, Docket No. FR-5696-N-01 (March 5, 2013) (Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG - DR funds in Response to Superstorm Sandy), as supplemented by additional applicable Notices published by HUD in the Federal Register.

Subrecipient, Contractor, Consultant agrees to comply with the requirements of Title 24 of the CFR, Part 570 (HUD regulations concerning Community Development Block Grants).

The failure to list herein a legal requirement applicable to services performed by Subrecipient, Contractor, Consultant does not relieve the Subrecipient, Contractor, Consultant from complying with that requirement.

#### A. GENERAL PROVISIONS

1. Under provisions of the Hatch Act that limit the political activity of employees and HUD regulations governing political activity (24 CFR 570.207), CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on

an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

2. Under provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, Subrecipients, Contractors/Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
  3. No federally appointed funds shall be used for lobbying purposes regardless of level of government, in accordance with 2 CFR 200.450.
  4. HUD rules prohibit the use of CDBG funds for inherently religious activities, as set forth in 24 CFR 570.200(j), except for circumstances specified in the Department of Housing and Urban Development Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG Disaster Recovery Funds in Response, 78 FR 14329 (March 5, 2013).
  5. HUD rules impose drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the government-wide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988.
  6. Citizens will be provided with an appropriate address, phone number, and times during which they may submit complaints regarding activities carried out utilizing these CDBG-DR funds. The State will provide a written response to every citizen complaint within fifteen (15) working days of the complaint.
- B. PERSONALLY IDENTIFIABLE INFORMATION:** To the extent the Subrecipient, Contractor, Consultant receives personally identifiable information, it will comply with the Privacy Act of 1974 and HUD rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79 & OMB M-07-16. Subrecipient, Contractor, Consultant shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

### **C. FINANCIAL MANAGEMENT AND PROCUREMENT**

1. *To the extent applicable*, Subrecipient, Contractor, Consultant shall adhere to the principles and standards governing federal grant distribution as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
2. Subrecipient, Contractor, Consultant shall comply with all *applicable* laws pertaining to financial management, including 2 CFR Part 180 and 2 CFR Part 2424, which prohibit the making of any award or permitting any award (sub grant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. To the extent that it uses subcontractors or subconsultants, Contractor must verify that none of them are on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR Part 2424. No Contractors or Subcontractors that are on the List may receive any CDBG funds.
3. Conflict of interest rules, as set forth in 24 CFR 570.489, 24 CFR 570.611, and 2 CFR 200.112, apply. Subrecipient, Contractor, Consultant shall disclose in writing any potential conflict of interest to DPMC and DEP.
4. *To the extent applicable*, Subrecipient, Contractor, Consultant shall comply with 24 CFR Part 570 regarding the management and disposition of cash, real and personal property acquired with CDBG-DR funds.
5. *To the extent applicable*, Subrecipient, Contractor, Consultant shall comply with 24 CFR 570.489(j) regarding change of use of real property. These standards apply to real property within its control (including activities undertaken by subcontractors/subconsultants). These standards apply from the date CDBG-DR funds are first spent until five years after the close-out of the Program.

### **D. RECORDS AND RECORDS RETENTION**

1. In accordance with 2 CFR 200.333, 24 CFR 570.502 and 570.506, Subrecipient, Contractor, Consultant shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement. The retention period shall be the longer of three (3) years after the expiration or termination of this Agreement, or three years after the submission of the annual performance and evaluation report in which the project is reported on for the final time, except that records for activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity. Notwithstanding the above, if any litigation, claim, or audit pertaining to the Agreement is started before the expiration of the applicable retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required retention period, whichever is later.

2. Subrecipient, Contractor, Consultant shall provide the State and HUD, including their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the Contract and the use of CDBG funds.

**E. FEDERAL LABOR STANDARDS:** *To the extent applicable*, Subrecipient, Contractor, Consultant shall comply with Federal Labor Standards, including:

1. Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. §5310, 24 CFR §570.603 and HUD Handbook 1344.1 Federal Labor Standards Requirements in Housing and Urban Development Programs, as revised, which require that all laborers and mechanics (as defined at 29 CFR §5.2) employed by Subrecipient, Contractor, Consultant (including its subcontractors/subconsultants) in connection with construction contracts over \$2,000, are paid wages at rates not less than those prevailing on similar construction in the locality as per the Davis-Bacon Act (40 U.S.C. §3141 *et seq.*), as amended; except that these requirements do not apply to the rehabilitation of residential property if such property contains less than 8 units;
2. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work-week, and projects must comply with safety standards;
3. The Federal Fair Labor Standards Act (29 U.S.C. 201 *et seq.*), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
4. The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3), which apply to contracts and subcontracts for construction, prosecution, completion, or repair of public buildings, public works or buildings, or works financed in whole or in part by Federal loans or grants, and requires payment of wages once a week and allows only permissible payroll deductions;
5. Department of Labor regulations in parallel with HUD requirements above:
  - a. 29 CFR part 1: Procedures for Predetermination of Wage Rates
  - b. 29 CFR part 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)
  - c. 29 CFR part 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards In Federal and Federally Assisted Construction Contracts and Federal Service Contracts
  - d. 29 CFR part 7: Practice Before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts.

6. All applicable Federal Labor Standards provisions set forth in form HUD-4010. Consultant/Contractor will ensure that form HUD-4010 is included in all bid packages and subcontracts entered into with contractors, consultants, or other third parties to supply goods or perform services in connection with the Contract activities and paid with CDBG-DR funds.

**F. SECTION 3 REQUIREMENTS**

1. *To the extent applicable*, Subrecipient, Contractor, Consultant shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (“Section 3”). Section 3 is intended to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low-income residents of the neighborhood where the financial assistance is spent, and to businesses that are either owned by low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons. Section 3 applies to any activity that involves housing construction, rehabilitation, and demolition, or other public construction projects when the total amount of HUD assistance to the project exceeds \$200,000. A guide to Section 3 applicability and compliance requirements is located at HUD’s website, <https://www.hud.gov/section3>. The requirements apply to an entire Section 3 Project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.
2. Subrecipient, Contractor, Consultant agrees to comply with federal regulations in 24 CFR part 75, which implement Section 3, including the employment, training, and contracting requirements of 24 CFR 75.19. 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 75 regulations.
3. The Subrecipient, Contractor, Consultant agrees to notify potential subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.
4. The Subrecipient, Contractor, Consultant will not subcontract with any subcontractor where the Subrecipient, Contractor, Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
5. The Subrecipient, Contractor, Consultant agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, Subrecipient, Contractor, Consultant agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If



the Subrecipient, Contractor, Consultant is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.

6. If applicable, Subrecipient, Contractor, Consultant agrees to notify each labor organization or representative of workers with which the Subrecipient, Contractor, Consultant has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under Section 3.
7. Subrecipient, Contractor, Consultant agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by HUD. The Subrecipient, Contractor, Consultant is responsible for providing Section 3 performance metrics and supporting documentation for all of its contractors and subcontractors, as applicable.

#### **G. FAIR HOUSING AND NON-DISCRIMINATION**

- i. *To the extent applicable*, Subrecipient, Contractor, Consultant shall comply with the following fair housing and non-discrimination laws. Any act of unlawful discrimination committed by Subrecipient, Contractor, Consultant or failure to comply with applicable laws shall be grounds for termination of the Contract.
  - a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §200d *et seq.*, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to it this assurance shall obligate it , or in the case of any transfer of such property, and transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
  - b. Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601–3619), which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.

- c. Title II of the Civil Rights Act of 1968 (25 U.S.C. 1301-1303), which prohibits discrimination because of race, color, religion, or natural origin in certain places of public accommodation.
- d. Architectural Barriers Act (ABA) of 1968, 42 U.S.C. 4151 *et seq.* The ABA requires access to buildings designed, built, altered, or leased by or on behalf of the federal government or with loans or grants, in whole or in part, from the federal government. As used in the ABA, the term “building” does not include privately owned residential structures not leased by the government for subsidized housing programs.
- e. Title IX of the Education Amendments Act of 1972, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in any federally funded education program or activity.
- f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which provides that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation, denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
- g. Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794d, which requires Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities, and applies to all federal agencies when they develop, procure, maintain or use electronic and information technology.
- h. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR 6.
- i. Section 104(b)(2) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(b), which requires communities receiving community development block grants to certify that the grantee is in compliance with various specified requirements.
- j. Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
- k. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 *et seq.*, as amended by the ADA Amendments Act of 2008, which prohibits discrimination against people with disabilities by public entities, which includes any state or local government and any of its departments, agencies or other instrumentalities.
- l. Housing for Older Persons Act of 1995 (“HOPA”) (42 U.S.C. 3607), which governs housing developments that qualify as housing for persons age 55 or older.
- m. Accessibility requirements contained in Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181 *et seq.*).
- n. Executive Order 11063: Equal Opportunity in Housing, November 20, 1962, as amended by Executive Order 12259, and the regulations issued pursuant thereto,

which pertain to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.

- o. Executive Order 11246 (Johnson), September 24, 1965, as amended by Executive Order 11375 (Johnson), October 13, 1967, as amended by Executive Order 13672 (Obama), July 21, 2014, which prohibit discrimination in employment on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure that equal opportunity is provided in all aspects of their employment, including, but not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- p. Executive Order 12086: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978.
- q. Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994.
- r. Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.
- s. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency (LEP), August 11, 2000, and Federal Register Notice FR-4878-N-02 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2007-01-22/pdf/07-217.pdf>), which require recipients of federal financial assistance to ensure meaningful access to programs and activities by LEP persons. (The State's Language Access Plan (LAP) is available online on the Grantees website.
- t. Executive Order 13217: Community-Based Alternatives for Individuals with Disabilities, June 19, 2001.
- u. Executive Order 13330: Human Service Transportation Coordination, February 24, 2004.
- v. Implementing regulations for the above:
  - i. 24 CFR part 1: Nondiscrimination in Federally Assisted Programs of HUD.
  - ii. 24 CFR part 3: Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance.
  - iii. 24 CFR 5.105: Other Federal Requirements.
  - iv. 24 CFR part 6: Nondiscrimination in Programs, Activities Receiving Assistance under Title I of the Housing and Development Act of 1974.
  - v. 24 CFR part 8: Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development.
  - vi. 24 CFR 50.4(l) and 58.5 (j): Environmental Justice.
  - vii. 24 CFR 91.225(a)(1): Affirmatively Furthering Fair Housing.
  - viii. 24 CFR 91.325(a)(1): Affirmatively Furthering Fair Housing.
  - ix. 24 CFR 91.325(b)(5): Compliance with Anti-discrimination laws.
  - x. 24 CFR 91.520: Performance Reports.
  - xi. 24 CFR part 100 – part 125: Fair Housing.
  - xii. 24 CFR part 107: Non-discrimination and Equal Opportunity in Housing under Executive Order 11063 (State Community Development Block Grant Grantees).
  - xiii. 24 CFR part 121: Collection of Data.

- xiv. 24 CFR part 135: Economic Opportunities for Low- and Very Low-Income Persons.
- xv. 24 CFR part 146: Non-discrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- xvi. 24 CFR 570.206(c): Fair Housing Activities.
- xvii. 24 CFR 570.487(b): Affirmatively Furthering Fair Housing.
- xviii. 24 CFR 570.487(e): Architectural Barriers Act and Americans with Disabilities Act (State Community Development Block Grant Grantees).
- xix. 24 CFR 570.490(a)-(b): Recordkeeping requirements.
- xx. 24 CFR 570.491: Performance Reviews and Audits.
- xxi. 24 CFR 570.495(b): HCDA Section 109 nondiscrimination.
- xxii. 24 CFR 570.506(g): Fair Housing and equal opportunity records.
- xxiii. 24 CFR 570.601: Affirmatively Further Fair Housing.
- xxiv. 24 CFR 570.608 and Part 35: Lead-Based Paint.
- xxv. 24 CFR 570.614: Architectural Barriers Act and Americans with Disabilities Act.
- xxvi. 24 CFR 570.904: Equal Opportunity and Fair Housing Review
- xxvii. 24 CFR 570.912: Nondiscrimination compliance

**H. CONTRACTING WITH SMALL AND MINORITY-OWNED AND VETERAN-OWNED FIRMS, WOMEN’S BUSINESS ENTERPRISES AND LABOR AREA SURPLUS FIRMS**

1. Subrecipient, Contractor, Consultant shall take all necessary affirmative steps to ensure contracting opportunities are provided to small and minority-owned and veteran-owned businesses, women’s business enterprises, and labor area surplus firms. As used in this contract, the terms “minority-owned business,” “veteran-owned business,” and “women’s business enterprises” means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, veterans or women. For purposes of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. Contractor may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.
2. Affirmative steps shall include:
  - a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
  - b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources, for goods and/or services required in furtherance of the Contract;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses; and

- e. Using the service and assistance, as appropriate, of organizations such as the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring the subcontractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

## **I. ENVIRONMENTAL REGULATORY COMPLIANCE**

*To the extent applicable*, Subrecipient, Contractor, Consultant must comply with HUD regulations found at 24 CFR Parts 50 and 58, implementing the National Environmental Policy Act (“NEPA”), 42 U.S.C. §4321 *et seq.*, and other Federal environmental requirements, including but not limited to:

1. Floodplain management and wetland protection:
  - a. Executive Order 11990, Protection of Wetlands (May 24, 1977) (42 FR 26961), 3 CFR, 1977 Comp., p. 121, as interpreted by HUD regulations at 24 CFR 55, particularly sections 2 and 5 of the order;
  - b. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order;
2. The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. §§1456(c) and(d));
3. In relation to water quality:
  - a. Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution;
  - b. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) *et seq.* and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency (“EPA”) determines may contaminate an aquifer which is the sole or principal drinking water source for an area (40 CFR 149); and
  - c. The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, *et seq.*) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation’s water.
4. Endangered Species Act of 1973 (16 U.S.C. §1531 *et seq.*), as amended, particularly section 7 (16 U.S.C. §1536);
5. The Fish and Wildlife Coordination Act of 1958, as amended;
6. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 *et seq.*), particularly sections 7(b) and (c) (16 U.S.C. §1278(b) and (c));
7. Executive Order 11738 (Nixon), Sept. 10, 1973, providing for administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans, and EPA regulations (40 CFR 15);

8. The Clean Air Act of 1970 (42 U.S.C. § 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)), and 40 CFR 6, 51, 93, which prohibits engaging in, supporting in any way, providing financial assistance for, licensing or permitting, or approving any activity which does not conform to State or Federal implementation plans for national primary and secondary ambient air quality standards.
9. The Farmland Protection Policy Act of 1981, 7 U.S.C.A. §4201 *et seq.*, particularly sections 1540(b) and 1541 (7 U.S.C. §4201(b) and §4202), and Farmland Protection Policy, 7 CFR 658, which require recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses;
10. Noise abatement and control requirements at 24 CFR 51B;
11. Explosive and flammable operations requirements at 24 CFR 51C;
12. Requirements at 24 CFR 58.5(i) relating to toxic chemicals and radioactive materials;
13. Environmental Justice, Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

#### **J. EQUAL EMPLOYMENT OPPORTUNITY**

1. All federally assisted construction contracts must include the equal opportunity clause provided under 41 CFR §60-1.4(b). Federally assisted construction contracts include any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the federal government. Construction work is defined as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.” 41 CFR §60-1.3.
2. Pursuant to 41 CFR §60-1.4(b), the following language shall be included in all federally assisted construction contracts and subcontracts:

*During the performance of this contract, the contractor agrees as follows:*

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.*

*(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

*(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*

*(4) The contractor will 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 agency contracting officer, advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*



**APPENDIX B  
BUDGET**

				TOTAL
<b>PERSONNEL</b>				
<b>Personnel (List each with position)</b>	<b>Position/Name</b>			
Salary		Monthly/Hourly	% of time	
Fringe Benefits				
Salary				
Fringe Benefits				
Salary				
Fringe Benefits				
Salary				
Fringe Benefits				
Salary				
Fringe Benefits				
<b>Consultants</b>	<b>Position/Name</b>		<b>Hourly</b>	<b># of hours on grant</b>
<b>NON-PERSONNEL</b>				
<b>Space Costs</b>				
Rental costs per month			# of months	
Utility costs per month			# of months	
<b>Equipment</b>				
Purchase	Item	Item Cost	# of items	
Lease	Item	Cost per month	# of months	
<b>Supplies</b>				
	Item	Item Cost	# of items	
<b>Mileage</b>				
		Rate per mile	# of miles	
<b>Miscellaneous (itemize)</b>				
<b>GRANT BUDGET TOTAL</b>				

## BUDGET NARRATIVE

For each individual item in the grant budget include the following information:

3. Personnel
  - a. Position name
  - b. Name of employee (if known)
  - c. Salary or hourly wage
  - d. % of time on grant
  - e. Fringe benefit
4. Consultants
  - f. Role in program
  - g. Hourly rate
  - h. Projected number of hours
5. Non-personnel
  - i. Space costs
    - i. Rent per square foot
    - ii. Number of square feet
    - iii. Monthly rent
    - iv. Utility costs/ month
  - j. Equipment
    - i. Purchased
    - ii. Cost estimate/justification
    - iii. Leased
    - iv. Cost estimate/justification
  - k. Supplies
    - i. Office supplies (unit cost/# of units)
    - o Mileage
      - Cost per mile
    - o Telephone
      - Cost per month
    - o Miscellaneous
      - Item/cost/justification