



DIVISION OF PLANNING
OFFICE OF COMMUNITY DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROJECT AGREEMENT

PROJECT TITLE: Bicentennial Hall ADA
Improvements

SUB-RECIPIENT: Borough of Fair Haven

PROJECT NUMBER:

ALLOCATION: \$174,074.00

THIS AGREEMENT, entered into this _____ day of _____, 2023, by and between the MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "COUNTY") and **Borough of Fair Haven**, hereinafter referred to as the "SUB-RECIPIENT").

WHEREAS, the COUNTY has applied for and received grant funds from the U.S. Department of Housing and Urban Development under Title I of the Housing and Urban-Rural Recovery Act of 1983, as amended, and

WHEREAS, the Sub-Recipient has submitted a written proposal to the Office of Community Development, (hereinafter referred to as the "Community Development Program") and the COUNTY to perform the services as set forth in the scope of services for a project entitled **Bicentennial Hall ADA Improvements** in accordance with provisions of this Agreement, the General and Specific Assurances and all other documents hereto:

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to between the parties, it is hereby agreed as follows:

I. **SCOPE OF SERVICES**

The Sub-Recipient will be responsible for the administration of a project entitled **Bicentennial Hall ADA Improvements** and will utilize **\$174,074.00**. Funds available under this Agreement will be applied toward the following specific PROJECT:

CDBG funds will be used for the following:

Demolition of an existing ramp system and/or reconstruction of a new barrier-free ramp system to coordinate with an on-street ADA parking space with site work performed by the Borough Engineer.

Construction of a new barrier-free lavatory and/r alterations to an existing lavatory as may be required by the NJ Uniform Construction Code.

**Improvements to the existing structure resulting from the new work.
See attached scope on file.**

LOCATION: 25 Cedar Avenue, Fair Haven, NJ

II. **COUNTY - SUB-RECIPIENT RELATIONSHIP**

The Sub-Recipient will direct all communication concerning this agreement to the County of Monmouth, Office of Community Development, Hall of Records Annex, One East Main Street, Freehold, New Jersey 07728-1255, and will file all documents as required. The COUNTY and the Sub-Recipient agree to revise this agreement and the attached budget and project site location as may be necessary.

The Sub-Recipient hereby designates Matthew Cronin, AIA, Architect to be the project liaison for the **Borough of Fair Haven**. Should the designated individual change, for any reason, the Sub-Recipient hereby agrees to notify the Community Development Program immediately.

III. **PROJECT PERFORMANCE**

- A. The services of the Sub-Recipient shall commence on the 28th day of February, 2023 and shall terminate no later than the 31st day of August, 2024.
- B. Schedule A, attached and incorporated hereto provides the "time of essence" deadlines related to the completion of the Project that shall not exceed 18 months from the issuance of a Clearance Letter.
- C. The Sub-Recipient may upon written notice to the Office of Community Development, request a project extension to complete the Project. The granting of an extension is in the sole

discretion of the County.

IV. **COMPENSATION**

It is expressly agreed and understood that the total compensation to be paid by the COUNTY under this agreement for the above services shall not exceed \$174,074.00.

V. **METHOD OF PAYMENT**

The COUNTY agrees to pay the Sub-Recipient under the Direct Payment method. In other words, upon the incurring of eligible costs relative to the project, the Sub-Recipient shall submit to the Program the necessary documentation *prior* to making the payment themselves. The Sub-Recipient hereby agrees to abide by the rules and regulations set forth for the payment of all project costs. The COUNTY agrees to pay for project costs in an amount not to exceed the amount set forth in Paragraph (IV) upon the submission of a bonafide County voucher together with the information necessary to document the bill submitted for payment.

VI. **TERMS AND CONDITIONS**

This agreement is subject to and incorporates all of the terms and conditions, including the following:

A. **EQUAL OPPORTUNITY**

The Sub-Recipient shall incorporate the requirements of Paragraph (1) of this section in all of its contracts for program work, except contracts governed by Paragraph (2) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

1. Projects and Contracts not subject to Executive Order 11246, as amended.

The Sub-Recipient agrees that if any projects under this Agreement are not subject to Executive Order 11246, as amended, then the Sub-Recipient shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex or national origin. The Sub-Recipient shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

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

2. In regard to contracts subject to Executive Order 11246, as amended, the Sub-Recipient agrees as follows:

- a. The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Sub-Recipient will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment

advertising; lay-off or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.

- b. The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Sub-Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement, or other agreement or understanding, a notice to be provided by the contract compliance officer, advising the said labor union or workers' representative of the Sub-Recipient commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Sub-Recipient 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.
- e. The Sub-Recipient 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Sub-Recipient's noncompliance with the nondiscrimination clauses of the agreement, or with any such rules, regulations or orders, this Agreement may be canceled, terminated or suspended, in whole or in part, and the Sub-Recipient may be declared ineligible for further government agreements or federally assisted construction agreement procedures authorized 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.
- g. The Sub-Recipient will include the portion of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) 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 Sub-Recipient will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Sub-Recipient becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Sub-Recipient may request the United States to enter into such litigation to protect the interest of the United States.

B. ARCHITECTURAL COMPLIANCE

The Sub-Recipient agrees to comply with the requirements of the Americans with Disabilities Act of 1990, in so far as it applies to the performance of this Agreement.

C. HATCH ACT

The Sub-Recipient agrees that no funds provided under this Agreement nor any personnel employed in the administration of this Agreement, shall be in any way or to any extent engaged in the conduct of the political activities in contravention of Chapter 15 Title V, United States Code.

D. COMPLIANCE WITH AIR AND WATER ACTS

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

1. That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15:20.
2. The Sub-Recipient agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. The Sub-Recipient will notify the Monmouth County Community Development Office promptly if the Director of the Office of Federal Activities, EPA, notifies them that a facility to be utilized under this agreement is, or is to be, listed on the EPA List of Violating Facilities.
4. The Sub-Recipient agrees that he will include, or cause to be included, the criteria and requirements in Paragraph (1) through Paragraph (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

E. COMPLIANCE WITH SECTION 3

The Sub-Recipient agrees to comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701) as amended, the HUD regulation issued pursuant hereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

The Sub-Recipient shall cause or require to be inserted in full in all contract and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the Section 3 clause set forth in 24 CFR 135.38 as follows:

1. The work to be performed under this contract is subject to the requirements of Section 3

of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section and section 7(b) agree to comply with section to the maximum extent feasible, but not in derogation of compliance with section 7(b).

F. FLOOD INSURANCE PROTECTION

The Sub-Recipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 930234). No portion of the assistance provided under this Agreement is approved for

acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance program pursuant to Section 201 (d) of said Act, and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities than participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102 (a) of said Act.

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

G. LEAD-BASED PAINT HAZARDS

The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this agreement, shall be subject to HUD Lead-based Paint regulations, 24 CFR Part 35, and in particular Part B of said regulations. The Sub-Recipient shall be responsible for the inspections and certification required under Section 35.14 (f) thereof.

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

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

I. COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT

This Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended. The Sub-Recipient, in regard to the administering of all programs and activities relating to housing and community development funded by this Agreement, will do so in a manner to affirmatively further fair housing and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the Sub-Recipient's jurisdiction.

J. COMPLIANCE WITH SECTION 109

The Sub-Recipient will comply with Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR 570.61), which provides that no person in the United States shall, on the ground 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 project funded in whole or part with Title I funds.

K. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUB-RECIPIENT

Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub-recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

L. COMPLIANCE WITH EXECUTIVE ORDER 11063

The Sub-Recipient will comply with Executive Order 11063 for equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

M. OBLIGATIONS OF SUB-RECIPIENT WITH RESPECT TO CERTAIN THIRD-PARTY RELATIONSHIPS

The Sub-Recipient shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Sub-Recipient. Any party which is not the Sub-Recipient shall comply with all lawful requirements of the Sub-recipient necessary to ensure that the program with respect to which assistance is being provided under this Agreement to the Sub-Recipient is carried out in accordance with the Sub-Recipient's assurances and certifications, to the County.

N. WORKER'S COMPENSATION

The Sub-Recipient shall provide Workmen's Compensation Insurance Coverage for all employees involved with the performance of this Agreement.

O. AFFIRMATIVE ACTION

The Sub-Recipient agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in the President's Executive Order 11246.

P. COMPLIANCE WITH FEDERAL REGULATIONS

The Sub-Recipient agrees to comply with all federal regulations governing the grant of money under which this Agreement is made available as they apply as of the date of the Agreement, and as such regulations may be amended by the federal government or agencies.

Q. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

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

R. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

The Sub-Recipient and its agencies or assigns shall comply with the policies, guidelines, and requirements of OMB Circular 2 CFR 200 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The application sections of OMB Circular 2 CFR 200 are set forth at Section 570.502.

S. STANDARDS APPLICABLE TO REAL PROPERTY ACQUIRED OR IMPROVED IN WHOLE OR IN PART WITH CDBG FUNDS

The following standards apply to real property acquired or improved in whole or in part using CDBG funds that are within the control of the municipality:

1. The municipality must notify the county in a timely manner of any modifications or change in the use of real property from that planned at the time of acquisition of the improvement including disposition;
2. The municipality shall reimburse the county an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations; and
3. Program income generated from disposition or transfer of property prior to or subsequent to close-out, change of status or termination of the cooperation agreement between the county and the municipality shall be paid to the county.

VII. TERMINATION

A. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Sub-Recipient shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Sub-Recipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-Recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finishes or unfinished documents, data studies surveys, drawings, maps, models, photographs, and reports shall at the option of the County, become its property, and the Sub-Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Upon termination of this Agreement any unexpended funds shall revert to the Program for re-distribution.

B. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph (A) above shall at the option of the County become its property. Upon termination of this Agreement, any unexpended funds shall be subject to the terms and conditions of this Agreement and the Monmouth County Community Development Program's Deobligation and Reprogramming and all other Program policies, as applicable.

VIII. CHANGES

The County may, from time to time, require changes in the scope of services of the Sub-Recipient to be performed hereunder. Such changes, including any increase or decrease in the amount of the Sub-Recipient's compensation, which are mutually agreed upon by and between the County and the Sub-Recipient shall be incorporated in written amendments to this Agreement.

IX. **INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE SUB-RECIPIENT**

No member, officer or employee of the Sub-Recipient, or its designate or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Sub-Recipient shall incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

X. **INTEREST OF CERTAIN FEDERAL OFFICIALS**

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

XI. **COPYRIGHT**

If this Agreement results in any book or other copyrightable material, the author or County is free to copyright the work, but the Federal grantor agency will have the right of royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

XII. **AUDITS AND INSPECTIONS**

Each Sub-Recipient shall establish and maintain sufficient records to enable the County to determine whether the Sub-Recipient has met the Community Development regulations as set forth in the COUNTY OF MONMOUTH'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT MONITORING MANUAL, which is attached to and made a part hereof. At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal government for examination, all of the Sub-recipient's records with respect to all matters covered by this Agreement. The Sub-Recipient will permit the County and the Federal government to audit, examine and make excerpts or transcripts.

The Sub-Recipient must submit two copies of its yearly municipal audit report to the Community Development Program upon its availability. The Sub-Recipient is required to adhere to the Single Audit requirements promulgated by the Federal government.

XIII. **COMPLIANCE WITH LOCAL LAWS AND HOLD HARMLESS**

The Sub-Recipient agrees to comply with all local laws and statutes of the State of New Jersey and further agrees to hold the County harmless from any and all suits, claims, or actions arising out of the performance of this Agreement.

XIV. **PROHIBITION AGAINST PAYMENTS OF BONUS OR COMPENSATION**

The Assistance provided under this Agreement shall not be used in the payment of any bonus or

commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Urban-Recovery Act of 1983, as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

XV. SUBCONTRACTS

The Sub-Recipient agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in the President's Executive Order 111246.

XVI. PROGRAM INCOME

- A. Program Income is any gross income received by a Sub-Recipient directly generated from the use of CDBG funds, as further defined in 24 CFR 570.500. When program income is generated by an activity that is only partially assisted with CDBG funds the income shall be provided to reflect the percentage of CDBG funds used. All program income, including any interest earned on grant funds shall be returned to County.
- B. However, program income may be used for an eligible activity provided that the amount specified first be returned to the County and after a new proposal describing the eligible activity and a new scope of services have been submitted to and approved by the County. As in all other applications, a new contract shall be executed to cover the new scope of services. Recipients shall record the receipt and expenditures of revenues related to the program (such as taxes, special assessment, levies, fines, etc.) as part of the program transactions. A copy of these records shall be submitted to the County upon preparation. Any Program Income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the County as required by 570.503 (b) (8).

XVII. REVERSION OF ASSETS

Upon the expiration of the within agreement, the Sub-Recipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. In addition, the Sub-Recipient shall transfer and return to the County any equipment and unutilized supplies purchased by use of CDBG funds. Any real property under the Sub-Recipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall either:

- A. Be used to meet one of the national objectives contained in 24 CFR 570.900 until five years after the expiration of the agreement or such longer period as determined appropriate by the Sub-Recipient; or
- B. Be disposed of in a manner that results in the County being reimbursed in the amount of the fair market value of the property less any portion of such value attributable to non-CDBG funds for acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in Paragraph A above.

XVIII. RECORDS TO BE MAINTAINED

Each Sub-Recipient shall establish and maintain the following records:

- A. LOW/MOD BENEFIT - Records demonstrating, for an activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.
- B. AREA BENEFIT - For an activity determined to benefit low- and moderate-income persons based on the area served by the activity, addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.
- C. LIMITED CLIENTELE - For an activity involving a facility or service designed for use by a clientele consisting exclusively or predominantly of low- and moderate-income persons:
 - 1. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provide presumptive benefit to low- and moderate-income persons; or
 - 2. Documentation describing how the nature and/or location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or
 - 3. Data showing the size and annual income of the immediate family of each person receiving the benefit.
- D. LOW/MOD HOUSING - For an activity carried out for the purpose of providing or improving housing which is determined to benefit low- and moderate-income persons:
 - 1. A copy of written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multifamily structure assisted and the number of those units which will be occupied by low- and moderate-income households after assistance;
 - 2. For each unit occupied by a low- and moderate-income household, the size and income of the household;
 - 3. For rental housing only:
 - a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and
 - b. Information to show the affordability of units occupied (or to be occupied) by low- and moderate-income households pursuant to criteria established and made public by the Sub-Recipient.
- E. CREATION OF JOBS - For an activity determined to benefit low- and moderate-income persons based on the creation of jobs, the Sub-Recipient may provide the documentation described in either (1) or (2) below.
 - 1. Where the Sub-Recipient chooses to document that at least 51% of the jobs will be available to low- and moderate-income persons, documentation for each assisted business shall include:
 - a. A copy of a written agreement containing:

- i. A commitment by the business that it will make at least 51% of the jobs available to low- and moderate-income persons and will provide training for any of those jobs requiring special skills or education;
 - ii. A listing by job title of the permanent jobs to be created indicating which jobs will be available to low- and moderate-income persons, which jobs are part-time, and which jobs require special skills or education; and
 - iii. A description of actions to be taken by the grantee and business to ensure that low- and moderate-income persons receive first consideration for those jobs.
 - b. A listing by job title of the permanent jobs filled, and which jobs were available to low and moderate income persons, and a description of how first consideration was given to such persons for those jobs;
 - c. A listing by job title of the permanent jobs to be created;
 - d. A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons;
 - e. For each such low and moderate income person hired, the size and annual income of the person's immediate family prior to the person being hired for the jobs.
- F. JOB RETENTION - For each activity determined to benefit low and moderate income persons based on the retention of jobs:
- 1. Evidence that in the absence of CDBG assistance jobs will be lost;
 - 2. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low and moderate income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low and moderate income persons) which are projected to become available to low and moderate income persons through job turnover within two years of the CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;
 - 3. For each retained job claimed to be held by a low and moderate income person, information on the size and annual income of the person's immediate family;
 - 4. For jobs claimed to be available to low and moderate income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph E above; and
 - 5. Where jobs were claimed to be available to low and moderate income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low and moderate income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included.
- G. SLUM/BLIGHT (AREA BENEFIT) - For an activity determined to aid in the prevention or

elimination of slums or blight based on addressing one or more of the condition which contributed to the deterioration of the designated area:

1. The boundaries of the area; and
 2. A description of the conditions which qualified the area at the time of its designation.
- H. SLUM/BLIGHT (RESIDENTIAL REHABILITATION) - For a residential rehabilitation activity determined to aid in the prevention or elimination of slums or blight in a slum or blighted area:
1. The local definition of "substandard";
 2. A pre-rehabilitation on inspection report describing the deficiencies in each structure to be rehabilitated; and
 3. Details and scope of CDBG assisted rehabilitation, by structure.
- I. SLUM/BLIGHT (SPOT) - For an activity determined to aid in the prevention or elimination of slums and blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area:
1. A description of the specific condition of blight or physical decay treated; and
 2. For rehabilitation carried out under this category, a description of the specific conditions detrimental to public health and safety which were corrected.
- J. URGENT NEEDS - For an activity determined to meet a community development need having a particular urgency:
1. The nature and degree of seriousness of the condition requiring assistance;
 2. Evidence that the recipient certified that the CDBG activity was designed to address the urgent need;
 3. Information on the timing of the development of the serious condition; and
 4. Evidence confirming that other financial resources to alleviate the need were not available.
- K. Records demonstrating that the recipient has met the conditions of eligibility of certain activities.
- L. Records demonstrating compliance with regulations regarding any change of use of real property acquired or improved with CDBG assistance.
- M. Records demonstrating compliance with Citizen Participation Plan.
- N. Records demonstrating compliance with requirements governing the development, adoption, dissemination and implementation of a local policy on displacement.
- O. Fair housing and equal opportunity records containing:

1. Documentation of any official actions the Sub-Recipient has taken to demonstrate its support for fair housing in the community.
2. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or part with CDBG funds.
3. Documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part by CDBG funds.
4. Data indicating the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and census tract of the housing units to which each displaced household relocated.
5. Documentation of actions undertaken relative to the hiring and training of lower income residents and the use of local businesses.
6. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$10,000 or more paid, or to be paid, with CDBG funds, including those which are women's business enterprises. The amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority businesses and women's business enterprises are used when possible as sources of supplies, equipment, construction and services.

XIX. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other records pertinent to the administration of this agreement shall be retained by the Sub-Recipient for a period of three years except as follows:

- A. Records that are the subject of audit finding shall be retained for three years or until such audit findings have been resolved, whichever is later.
- B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for three years after its final disposition.
- C. Records for any displaced person shall be retained for three years after he has received final payment.

XX. ENVIRONMENTAL REVIEW

1. General - The environmental effects of each activity carried out with CDBG funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58.
2. Responsibility for Review - The County shall assume responsibility for environmental review, decision-making, and action for each activity that it carries out with CDBG funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. No funds may be committed to a CDBG activity or project before the completion of the environmental review, except as authorized by 24 CFR part 58.

WITNESS THEROF, the County and the Sub-Recipient have executed this Agreement of the date first above written.

ATTEST

**MONMOUTH COUNTY BOARD
OF COUNTY COMMISSIONERS**

TAMARA BROWN, CLERK OF THE BOARD
OF MONMOUTH COUNTY BOARD OF COUNTY
COMMISSIONERS

BY: _____
THOMAS A. ARNONE, DIRECTOR
MONMOUTH COUNTY BOARD OF COUNTY
COMMISSIONERS

DATE

ATTEST

SUB-RECIPIENT

BOROUGH OF FAIR HAVEN

SIGNATURE OF WITNESS

BY: _____
SIGNATURE OF EXECUTIVE DIRECTOR OR OFFICER
JOSHUA HALPERN

PRINT NAME

MAYOR

TITLE

FEBRUARY 27, 2023

DATE

SCHEDULE A

Completion within 18 months (1 ½ years) of Clearance Letter

- 30 days must have engineer
- 45 days Proof of engineer (resolution from municipal governing body)
- 120 days must submit notice along with plans/specs
- 180 days Bid advertised
- 210 days must receive All Bids
- 255 days must award Bid
- 540 Days completion of project